The Solicitors' Journal.

LONDON, MARCH 29, 1884.

CURRENT TOPICS.

VICE-CHANCELLOR BACON, who has been confined to his house by a severe cold, will not resume his sittings in court before Monday next.

WITH REFERENCE to the notice relating to the Examiners' Office which we printed on the 15th inst., we may add that, on the 31st inst., the depositions in all matters pending in that office which on that day shall be still incomplete, will be handed over to the Chancery Registrars, to be given, on payment of fees, to the solicitors entitled to them.

THE ORDER FOR TRANSFER from the Chancery Division to the Queen's Bench Division, which we anticipated last week, has been issued, and will be found in another column. Forty-seven actions are transferred, four from Vice-Chancellor BACON, fourteen from Mr. Justice KAY, eleven from Mr. Justice CHITTY, and eighteen from Mr. Justice PEARSON. It will be observed that the earliest of these forty-seven actions was set down on the 15th of September, 1883.

THE NEW REGULATIONS, in substitution for those formerly in vogue at the Examiners' Office, have added to the cost of proceedings by entailing the necessity for obtaining an order in all cases in which parties require to go before an examiner of the court, whereas, formerly, no such formality was necessary. This order is generally obtained by summons before the chief clerk. The question has been mooted why, in such cases as would formerly have gone before the examiner without an order, a reference to the new examiners should not be obtainable by means of a petition of course. This would considerably diminish the present cost of the proceeding.

IT IS TOLERABLY well known that the ingenious and acute practitioners who issue writs in chancery actions have discovered means of avoiding the operation of the rule which prescribes the selection of judges by rotation. One of these means, recently discovered and as yet little used, which is accomplished through the medium of transfer from a county court, is excessively clever; but it will not be desirable for practitioners to place reliance upon it, inasmuch as we believe that the authorities are alive to the device, and intend to adopt measures to render it futile. Another mode, no doubt known to many of our readers, is not likely to be so easily checked.

WE ARE ON THE EVE of important changes in the judicial system. There seems to be no doubt that arrangements have now been completed under which the circuits will be undertaken exclusively by the judges of the Queen's Bench Division, leaving the judges of the Chancery Division and the Court of Appeal at liberty to continue uninterruptedly their sittings in London. This is matter for congratulation to every one concerned, except, perhaps, to certain members of the common law bar, who, during the circuits, will have some difficulty in attending to their business on circuit and before the Court of Appeal No. 1. At the same time, as we all know, arrangements are being made for the concentration of circuits, and for sending only one judge on the smaller circuits. From Sir W. HARCOURT's answer to the Lancashire deputation on Tuesday, it would appear that the proposal for lengthened sittings of a judge at each of the great commercial centres is likely to be adopted in a more or less modified form.

BY THE DEATH of Mr. H. R. DROOP, on Friday last, the conveyancing bar has lost a distinguished member. His drafting was characterized by care, precision, and finish, and his powerful and subtle intellect found congenial occupation in the intricacies of real property law. But this was not the pursuit in which he became best known. Many years ago he was "taken into" the celebrated suit of *Martin* v. *Mackonochie*, and so mastered all the mysteries of the ecclesiastical learning involved in that long-protracted case as to become one of the recognized authorities on the subject. It is not generally known that he was hardly less familiar with international law, in the development of which he took a deep interest. His efforts on behalf of minority representation brought him frequently before the public. He was, up to a recent date, a frequent and valued contributor to the columns of this journal, on questions connected with his favourite subjects. His contributions were marked by a firmness and vigour of view which, to those who knew his habitual caution, and anxiety, as he expressed it, to "see all round" a subject, was sometimes a little surprising; but the explanation was that he never wrote on any subject until, after pondering it, he had attained a clear and definite conclusion. Personally, he was one of the kindliest, most unassuming, and most honourable of men. His intellectual eminence was absolutely unmarred by arrogance, and the expression of his strong convictions was always tempered by a sensitive regard for the feelings of his opponents.

IF THERE IS ANY TRUTH in a report which has appeared in one of the daily newspapers, that the profession may congratulate itself upon the prospect of another Settled Land Act, the circumstance will afford a fresh proof, if any proof were needed, that the sharpest eyes cannot see very far into the future. According to the statement in question, a Bill is being drafted, under the instructions of the indefatigable Lord CAIRNS, for the purpose of amending the Settled Land Act in some particulars in which it has been found to work very inconveniently in practice. Of these the principal are:—(1) The notices required by section 45 to be given by the tenant for life to the trustees and their solicitor before exercising the most important of the statutory powers, including the power of leasing; and (2) the prohibition imposed by section 56, subsection (2), against the exercise of like powers by the trustees without the consent of the tenant for life. With regard to the first of these projected alterations, we may observe that the statutory notices are undoubtedly productive of considerable inconvenience; but, at the same time, a proposal to allow limited owners to deal in secret, and without any restraint, with the property of other people, is one which should receive very serious consideration before it is adopted. The protection afforded by the Act to persons dealing with the tenant for life, though it imports that the dealing must be in good faith, is sufficiently extensive to make it difficult to impeach such transactions after they have once been completed. And we have known cases (and, indeed, such cases may be found in the published reports) in which a tenant for life has been actuated by feelings of animosity against the remainderman, and would have been not unwilling to purchase the power of injuring the latter at the price of injuring himself. As to the second proposal, a remedy must be found which would not involve the existence simultaneously of two persons or bodies of persons, each with absolute authority to enter into a binding contract to sell or lease the same land, the possible inconvenience of which is too obvious to need any mention. The remedy suggested is stated

to be "to give back to trustees their plenary powers until the tenants for life shall have given them a formal notice forbidding their exercise," and, subject to proper precautions, such a remedy might be satisfactory. Perhaps we may venture to express a hope that the new Bill, if it really exists, will be translated into English before it is made into an Act.

In the important case of *Tiverton and North Devon Railway Company* v. *Loosemore* the House of Lords (after a re-argument on account its difficulty), reversing the judgment of the Court of Appeal (31 W. R. 130, L. R. 22 Ch. D. 25), and restoring that of Fry, J. (30 W. R. 628), held, on Tuesday last, that the 85th section of the Lands Clauses Act may be acted upon, and land taken away from the owner by a railway company, thirteen days before expiration of the period limited by statute for the completion of the railway. The Court of Appeal had held that for a company to enter upon land at such a time was an abuse of the powers of the 85th section, by the terms of which, if the promoters of an undertaking shall be desirous of entering upon and using lands before the price to be paid can be settled by agreement, award, or verdict, they may do so by depositing in the bank the amount claimed, or the value of the land as fixed by two surveyors, and also giving a bond conditioned for payment of the sum to be eventually assessed as the value in the ordinary manner. This decision of the Court of Appeal appears principally to have turned upon the meaning given to the word "using," in the 85th section. "They [the company]," observed Jessel, M.R., "can only use for the purposes of the Act; that is, for making the railway," and inasmuch as by a common form clause of the special Act the powers for making the railway were to cease to be exercised within five years, and, therefore, in thirteen days from the entry, the court held that the powers of the 85th section of the Lands Clauses Act could not be exercised in that period, and must, therefore, be taken to have expired. The House of Lords has declined to take this view. "I see nothing in the Act," observed Earl Cairns, "which engrafts on the absolute power given by the 85th section a qualification that possession must be taken not only within five years, but also so long before the expiration of the five years as that the railway can be made on the land within five years. Such a reading of the 85th section would make the power to be one exercisable, not within five years, but within five years *minus* so many weeks or months as would be needed to make and complete the railway." We think this reasoning is unanswerable, but it is material to point out that his lordship added that, "*in the absence of* laches *or bad faith* he could see no ground on which the company could be pronounced in the wrong." If such bad faith, therefore, could be proved, the case might come to be "distinguished." On the other hand, the *dictum* of Malins, V.C., in *Field* v. *Carnarvon and Llanberis Railway Company* (16 W. R. 273, L. R. 5 Eq. 190), that the powers of section 85 of the Lands Clauses Act are exercisable only in case of urgent necessity, must now be taken to be bad law.

The working of the new Bankruptcy Act in the matter of the supervision exercised by the Board of Trade over the appointment of trustees is exciting a good deal of comment in different parts of the country. The creditors appoint a trustee; the Board of Trade object to the appointment without affording any opportunity for explanation by the person nominated as trustee, and a new meeting of creditors is summoned, at which a more or less unseemly wrangle occurs. Thus at Halifax, last week, the Board of Trade refused to confirm the appointment of an accountant as trustee, on the ground that he was "practically the nominee of the debtors, having prepared the statement of their affairs," there being, as was admitted by the official receiver, not the slightest objection of a personal character to the accountant selected. At Lincoln, a week or two ago, a trustee was appointed by the creditors, and the Board of Trade intimated their intention of confirming the appointment, but six days afterwards the appointment was cancelled by the Board without any communication with the trustee, on the ground that "it is not desirable in the interest of the creditors that your appointment (as the nominee of the bankrupt's solicitor) should be confirmed." The trustee whose appointment was cancelled absolutely denied that he was nominated by the bankrupt's solicitor, who, he said, so far as he knew, had nothing to do with his appointment. At the subsequent meeting of creditors a resolution declaring that by the refusal of the Board of Trade to confirm the appointment "an unmerited slight" had been cast on the trustee so appointed, and declaring the entire confidence of the creditors in him, and their "unchanged belief that he is a fit and proper person to fill the office of trustee" was passed with only one dissentient. If statements made at the meeting are to be believed, the real cause for cancelling the appointment was that the trustee had refused to employ a solicitor nominated by the official receiver. Whether this is so or not, the practice of rejecting a trustee appointed by the creditors upon private and *ex parte* statements, without allowing him any opportunity of explanation, is obviously extremely unjust, and is calculated to prevent men of standing from allowing themselves to be nominated for the post of trustee. The duty cast on the Board of Trade by section 21 (2) of the new Act is one requiring great care and judgment in its exercise, and, from the instances which have come under our notice, we doubt whether the officials of the department are alive to the evils which may result from an arbitrary exercise of their discretion. It is to be hoped that if such a case as that at Lincoln should recur, the creditors will request the Board of Trade to notify the objection to the High Court, under section 21 (3) of the Act, in order that Mr. Justice Cave's common sense may be brought to bear on the officials.

It is difficult to exaggerate the importance to the brewing interest of the point raised before the Divisional Court in *Garratt* v. *Justices of Middlesex* on Monday last. Mr. Garratt was the mortgagee of a beerhouse to which a licence had been attached prior to May, 1869, being, therefore, one of the beerhouses to which the renewal of a licence may not be refused except on one of four grounds specified in the 8th section of that Act, which affect the character of the applicant or the house proposed to be licensed. The holder of the licence applied for renewal in due course, and the licensing justices refused it on a ground not being one of the four specified in section 8, the ground being that, when before the justices, the holder of the licence stated that he no longer wished for the renewal, and then and there withdrew his application. The mortgagee appealed to quarter sessions, and the quarter sessions dismissed the appeal, subject to a case for the High Court, in which the main question was whether the mortgagee had a *locus standi* to appeal or not. This depends upon the construction of section 27 of the Licensing Act, 1828. By that section (which is applied to beerhouses, so far as renewals and transfers are concerned, by the Wine and Beerhouse Act, 1869, and the Licensing Act, 1872), "any person who shall think himself aggrieved by any act of any justice" may appeal to quarter sessions. It had been already held, in *R.* v. *Middlesex Justices* (3 B. & Ad. 938), that by the word "aggrieved" is meant "immediately aggrieved," as by a refusal of a licence to the person wishing to appeal, so that a publican who complained of the grant of a new licence to another publican, whereby his own business would be consequentially aggrieved, had no *locus standi* to appeal; and it was sought on behalf of the justices, both on the authority of this case and upon principle, to contend that the mortgagee had no *locus standi*. It was also urged that, even if the mortgagee could appeal, the licensing justices had no jurisdiction to renew a man's licence against his will, and that the remedy of the mortgagee, if any, was to apply for a transfer of the licence to himself or to his nominee, under the 14th section of the Act of 1828, whereby a transfer may be made to a new occupier in case the occupier of a licensed house, "being about to quit the same," shall have neglected to apply for a renewal at the general annual licensing meeting. The court, Lord Coleridge, C.J., and Stephen, J., decided in favour of the mortgagee. A person who had lent £3,000—such was the amount—upon a security which would be considerably impaired by the act of the justices in refusing to renew the licence, was, the learned judges considered, immediately aggrieved by such act, and with regard to the practical difficulty of granting a man a licence against his will, they pointed attention to a certain irrevocable power of attorney (common in cases of this kind) under which the licence-holder had empowered the mortgagee

to do in his name all acts necessary to keep up the licence, and so forth. When once this power was brought to the knowledge of the licensing justices, the court were of opinion that they had jurisdiction, and were in fact bound, to renew the licence to the licence-holding mortgagor upon the application of the mortgagee. In the course of the argument, too, it was intimated by the court that the transfer section (14) of the Act of 1828 did not apply to the case. The questions raised are of considerable difficulty, and looking to the sole recognition in the early Licensing Acts of the licensed holder as the party before the licensing justices (see *Bryant* v. *Beattie*, 4 Bing. N. C. 254), whereas later Licensing Acts have recognized owners and mortgagees (see, *e.g.*, section 55 of the Act of 1872, and section 29 of the Act of 1874), it may perhaps be found, should the case come to the Court of Appeal, that mortgagees will have to suffer from some *casus omissus* which no judicial decision can effectively supply.

Mr. Cowen recently stated, in the course of a public speech, that since he had been in Parliament (1874) there had been something like 3,000 Acts of Parliament passed. "One-third of them," he said, "were utterly inoperative, burthening the Statute Book without ever being referred to; one-third had only a transitory influence, very often the exact opposite to what was intended; and only about one-third had exercised any direction upon the life of the nation. . . . No doubt, in the complicated state of society which existed in these days, more legislation was necessary than formerly; but still, it was his opinion that what the people could do for themselves it was undesirable to seek by legislation to do for them." There can be no doubt of the increasing cumbrousness and complexity of modern legislation, but there is equally no doubt that the public Acts of Parliament passed from 1874 to 1883 inclusive do not nearly reach the number of 3,000. We have examined the ten statute books of the period, and find the result to be as follows:—In 1874, 96; in 1875, 96; in 1876, 81; in 1877, 69; in 1878, 79; in 1879, 78; in 1880, 67; in 1881, 72; in 1882, 82; and in 1883, 61; making, in all, 781; or an average of 78 per annum. Of course, if to these be added all the local and personal acts, Mr. Cowen's total would easily be reached, for the local and personal Acts during the ten years, not counting therein the "private Acts not printed by the Queen's Printer," amounted to 2,285, being, in 1874, 200; in 1875, 215; in 1876, 243; in 1877, 242; in 1878, 238; in 1879, 225; in 1880, 211; in 1881, 219; in 1882, 266; and in 1883, 226.

In the House of Commons on the 20th inst., in answer to Mr. W. H. Smith, the Chancellor of the Exchequer said that the amount received in 1883 for solicitors' licences was £109,104. Of this £87,045 was received in England, £13,780 10s. in Scotland, and £8,278 10s. in Ireland. The rates of duty are:—(1) For solicitors practising in London within ten miles of the General Post Office, or within the city or shire of Edinburgh, or in the city of Dublin, or within three miles therefrom, £9; (2) for solicitors practising beyond the above-mentioned limits, £6; (3) for solicitors who have been in practice less than three years, half the above rates. Appraisers and house agents are required to take out an excise license of £2 a year, auctioneers of £10, and bankers of £30 a year. Before 1853 the rates were £12 for town and £8 for country solicitors respectively; solicitors who had been in practice less than three years paying, as now, only half rates. These rates were reduced after full consideration in 1853 to their present amounts, and the new rates were confirmed by the Act of 1870. I am not prepared again to propose any alteration in these licences.

At the Mansion House on Monday Mr. F. G. Pritchard, an accountant, attended before the Lord Mayor, upon a summons at the instance of the Incorporated Law Society, charging him with having unlawfully, wilfully, and falsely pretended to be a solicitor. He pleaded "Not guilty." Mr. C. O. Humphreys, solicitor, appeared for the society. The facts were not in dispute. On the 11th of February the defendant addressed a letter from 11, Queen Victoria-street, to a Mrs. Rugg in these terms:—"*Pearse* v. *Rugg*. Madam,—I am requested to apply to you for the payment of £1 5s. 6d. due to Miss Pearse, of 177, New Cross-road, and unless the amount is paid, together with 3s. 4d. for this application, on or before the 13th inst., proceedings will at once be taken for the recovery of the same.—Yours truly, F. G. Pritchard." Evidence was given that the defendant was not on the roll of solicitors. The defendant explained that he was an accountant, and was simply desirous of recovering a debt for a client of his. He had no intention to have it assumed from the terms of the letter that he was a solicitor. He was acting in entire ignorance of the law on the subject. The Lord Mayor considered the case proved, and fined the defendant 40s., and one guinea costs, which he paid.

TACKING AS AFFECTED BY THE BUILDING SOCIETIES ACTS.

The judgment of Lord Justice Baggallay in *Robinson* v. *Trevor* (32 W. R. 374) is mainly based upon the previous decision of Lord Cairns, when Lord Chancellor, in *Pease* v. *Jackson* (L. R. 3 Ch. 576), but it derives some importance from the case of *Marson* v. *Cox* (28 W. R. 572), where the late Master of the Rolls declined to accept the views of Lord Cairns without qualification.. The circumstances of *Robinson* v. *Trevor* and *Pease* v. *Jackson* were practically identical. A., a member of a building society, mortgaged an estate to the society; he then mortgaged it to B., who gave no notice of his mortgage to the society; subsequently he applied to C., without informing him of B.'s mortgage, to pay off the first mortgage, and make a further advance on the same security. C. accordingly paid off the society, and received from them the deeds relating to the estate, with a receipt indorsed on the mortgage in the manner provided by section 5 of 6 & 7 Will. 4, c. 32; at the same time he took what purported to be a legal mortgage from A. for the whole advance.

On this state of facts two questions arose. First, which of the two mortgagees was entitled to priority? Secondly, to what amount did the priority extend? If the first mortgagee had been an ordinary person instead of a building society, and C. had taken a transfer and further charge in the ordinary manner, the latter would have been entitled, as a matter of course, to tack his further advance to the original debt, on the well-known principles laid down in *Marsh* v. *Lee* and *Brace* v. *The Duchess of Marlborough*. It remains then to be considered what is the effect of the 5th section of 6 & 7 Will. 4, c. 32, on which statute both cases were decided.

It was there enacted that it should be lawful for the trustees of any benefit building society to indorse upon any mortgage given to them by any member of the society "a receipt for all moneys intended to be secured by such mortgage, which shall be sufficient to vacate the same, and vest the estate in the person or persons for the time being entitled to the equity of redemption, without it being necessary for the trustees of any such society to give any re-conveyance of the property so mortgaged." Lord Cairns considered that this section must mean one of two things: either that if the mortgagor himself paid off the mortgage-money the property would vest in him, as being in one sense the owner of the equity of redemption, or else that, no matter by whom the mortgage-money was paid, the receipt was to operate so as to pass the legal estate to the person who had the best equity to call for it. The latter construction was preferred by Lord Justice Baggallay, and was also adopted by the late Master of the Rolls in *Fourth City Mutual Building Society* v. *Williams* (28 W. R. 572, L. R. 14 Ch. D. 140) and *Marson* v. *Cox*, which were decisions on a similar, though not identical, clause in the Building Societies Act, 1874.

Then, as to the amount for which the priority was to stand good, Lord Cairns thought it clear, upon the principle upon which he had based his decision—namely, that of the better equity—that the person who became, in effect, the transferee from the society was not in as good a position as if he had originally obtained the legal estate by contract, and, consequently, was not entitled to tack his further advance. It is this part of the judgment which the late Master of the Rolls in *Marson* v. *Cox* endeavoured, if we may say so, to explain away. That case did not materially differ in its circumstances from *Pease* v. *Jackson* and *Robinson* v. *Trevor*, except that it was a decision upon the Act of 1874. Sir George Jessel there said:—"There is a second point which I understand was not argued at all on the part of the respondents in *Pease* v. *Jackson*, and was certainly assumed by me as counsel for the appellants—namely, that, if the [then] second mortgagee was entitled to the legal estate, he was entitled to it altogether. Now, if he were entitled to call for it at all, and it had not been conveyed, I can quite understand such an equity as Lord Cairns points out—that his title was to call for it and hold his security *pro tanto*; but, if the legal estate passes by statute to the person who has the best title to call for it, then the legal estate is in him, and all the consequences must follow." And he came to the conclusion that Lord Cairns intended to decide that the legal estate passed by virtue of the statute, in which case it must pass for all purposes.

Whether this is a fair interpretation of Lord Cairns' view may well be questioned, but the decision of Sir George Jessel is undoubtedly far more in harmony with the fundamental principles upon which the doctrine of tacking is founded. Even assuming that the legal estate did not pass to the transferee by the statute, the equity suggested by Lord Cairns, limiting his right to call for it, was certainly novel. Moreover, Lord Cairns does appear to have deliberately decided that a person who got the legal estate by statute was not in as good a position as one who had got it by contract. Never before had the right of tacking been made dependent upon the mode of acquiring the legal estate. Nor are we aware of any previous case where the mortgagee's equity to call for the legal estate, if it existed at all, had been limited so as to prohibit him from tacking. The only restriction on the right was that the mortgagee, at the time of making his advance, should not have had notice of any mesne incumbrance.

With respect to *Robinson* v. *Trevor*, it is to be observed that there was no necessity to choose between *Pease* v. *Jackson* and *Marson* v. *Cox* in order to decide the case, if Lord Justice Baggallay was correct in his view that it was governed by the clause in the Vendor and Purchaser Act, 1874, which abolished tacking. The other members of the Court of Appeal concurred, on the sole ground that they were bound by *Pease* v. *Jackson*. It is true that Lord Justice Baggallay, though with some hesitation, put forward a suggestion turning upon the difference in the language of the two Acts, whereby *Marson* v. *Cox* might be rendered not inconsistent with *Pease* v. *Jackson*. Section 42 of the Building Societies Act, 1874, expressly empowers such societies to re-convey "to the then owner of the equity of redemption, or to such persons and to such uses as he may direct," and, in the alternative, provides for the indorsement of a receipt in language similar to that used in the earlier Act. The suggestion is that the comprehensive language in the provision as to re-conveyance enlarges the effect of the provision as to the receipt. We should be sorry, in any future case, to have nothing better than that suggestion to rely upon. It is, at all events, worth while to warn intending mortgagees that they cannot, under either Act, safely pay off a mortgage to a building society, and, at the same time, make further advances to the mortgagor, without taking a transfer from the society.

WHEN DEMURRAGE BEGINS TO RUN.

Very nice questions frequently arise under charter-parties with regard to the time from which demurrage begins to run. The recent case of *Murphy* v. *Coffin* (L. R. 12 Q. B. D. 87) is one of some importance on this point, and the more so that the judges who decided it expressed an opinion that the decision of the Court of Appeal in *Davies* v. *MacVeagh* (L. R. 4 Ex. D. 265) was inconsistent with the previous decisions, and apparently disregarded it as an authority for that reason. This was a somewhat bold course, inasmuch as Lord Bramwell was one of the judges who decided *Davies* v. *MacVeagh*.

The class of cases which we have in view are those cases where, upon the arrival of the ship at the port of loading or discharge, delay occurs in consequence of the crowded state of the port, preventing the ships getting either into dock or to the berth for loading or unloading in the dock. The distinctions in these cases run somewhat fine, and it cannot, we think, be said that any very broad and satisfactory principle can be deduced from the decisions. The reason of this is not very difficult to see. It is because in each case the rights of the parties must be elicited from the words of the contract, and these words are not always very explicit or very appropriate to the events that have actually happened. If parties will not provide explicitly for contingencies they ought to contemplate, it is not wonderful that it is sometimes difficult to come to a satisfactory conclusion as to their rights under the contract.

The question when the demurrage begins to run must, it would seem, depend on the question when the charterer's obligation to load or unload, as the case may be, begins. Broadly speaking, that obligation cannot be said to begin until the arrival of the ship at the place of loading or unloading. Any delay that precedes such arrival is an incident of the voyage of which the shipowner takes the risk. The first question, therefore, is whether, in the particular case, the ship can be said to have reached the place of loading or unloading. This will depend, it would appear, on the terms of the charter. Conceivably a charter may mention as the place of loading or unloading such or such a port, or a particular dock in such a port, or a particular spot in a particular dock in such a port. It would seem that it must be correct on general general principles—in fact, a mere truism—to say that, where the parties agree that the obligation to load or unload shall commence on arrival of the ship at a particular locality, the obligation cannot commence till the arrival of the ship at such locality. The shipowner takes the risk with regard to the period of arrival.

The difficulty really is to say, on the construction of particular charters, what the precise locality so indicated is, and as, in all cases of the construction of contracts, it is very difficult to lay down any general principle based upon expediency or justice. In any case, the whole of the contract must be looked at to elicit the intention, and hardly any two contracts are exactly alike with regard to particulars and circumstances. When persons have made a contract, the terms of which will cover a particular matter, the law is not concerned with the justice of the case, but with the construction of the words, and, even if the justice of the case were to be looked to, it would be difficult to lay down an equitable rule with regard to the question who ought to take the risk of the state of the port. Both the shipowner and the charterer may not know, and may be unable to foresee this. It is an incident of the adventure, in most cases beyond the control of either of them; and, if a general principle were laid down that the charterer must always take the risk and be responsible for the delay in procuring admission to the dock, or to a berth for loading or unloading in the dock, it by no means follows, as it seems to us, that the justice of the case would, in all instances, be met. It would seem that the best rule is to ascertain as well as can be done from the words of the charter-party upon which of the two parties it was contemplated that the risk should be thrown, and, in the absence of express provision on the subject, the only test apparently that can be adopted is to ascertain the locality at which, according to the words, the objection to load or unload accrues.

In *Murphy* v. *Coffin* (L. R. 12 Q. B. D. 87) the provision was that the vessel should load a cargo of coals and therewith proceed to Dieppe and deliver the same alongside consignee's or railway wharf, or into lighters or any vessel or wharf where she might safely deliver as ordered. The vessel arrived in the dock at Dieppe and was ordered to discharge at the railway wharf, but, in consequence of all the discharging berths being occupied, she was not berthed at the railway wharf until twenty-four hours after her arrival in the dock. It was held that the voyage was not completed, and the lay days did not commence under the charter-party, till the ship was berthed at the railway wharf. The principle upon which the judgment rests is that the obligation to unload does not commence till the ship arrives at her destination; and, rightly or wrongly, the court thought her destination was, by the charter, the railway wharf at Dieppe.

Now, we cannot see that this decision is inconsistent with the actual decision in *Davies* v. *MacVeagh* (L. R. 4 Ex. D. 265). In that case the charter-party provided the vessel was to be loaded in the Bramley Moore or Wellington Dock High Level. She was admitted into the Wellington Dock as a matter of favour because, being empty, she was in danger outside, but, in consequence of the regulations of the dock authorities, she was unable to obtain a berth for loading till about a fortnight later. It was held that the nineteen running days for the purpose of loading, provided for by the charter, began from the time when the ship got into the Wellington Dock. We do not see any absolute incompatibility between the actual decision and *Murphy* v. *Coffin*; but, undoubtedly, the expressions used by Bramwell, L.J., in giving judgment, are wider, and are, it would appear, to the effect that the responsibility for delay, caused by the crowded state of the port, falls on the charterer. He says, "When a ship is to take on board cargo at a specified place of loading, the responsibility rests, not with her owner, but with the charterer, if the specified berth is not in a fit state to receive her upon her arrival at the appointed time. In the present case the ship was at her place of loading when she was admitted into the Wellington Dock. Definitions are always dangerous, and I am not anxious to state one which may hereafter be questioned, but I think it may be laid down that a

vessel has reached the place of loading, as distinguished from the spot of loading, when she has entered that port from which her voyage is to commence." Then his lordship goes on to say that, even if the vessel had been in the River Mersey outside, and the captain had given notice that he was ready to enter the dock and load, the days would have begun to run. These observations are undoubtedly difficult to reconcile with many of the decisions, for they seem to amount to this—viz., that the liability of the charterer commences, in all cases, upon arrival at the port of destination, as distinguished from the spot of loading. But, surely, it must depend on the terms of the charter and not on any broad, general principle arising from the relation between the parties, for this would be to make contracts, not to interpret them. The matter is one of great importance, and it is to be hoped that the question whether the law, as laid down by Bramwell, L.J., in *Davies* v. *MacVeagh*, is correct or not may speedily receive a definite solution, for, at present, the result of the decisions is to leave the law very uncertain.

REVIEWS.

COMPENSATION.

A Treatise on the Principles of the Law of Compensation. By C. A. Cripps, Barrister-at-Law. Second Edition. Stevens & Sons.

Few branches of the statute law have been so frequently considered by the courts, including in this term the House of Lords, as that which Mr. Cripps styles, rather too curtly, "the law of compensation." *Ricket's case*, *Brand's case*, *May's case*, *Loosemore's case*—these are merely a selection from a long string of cases in which the highest authorities have continually differed, and, in one of the latest of of which, *Caledonian Railway Company* v. *Walker's Trustees* (30 W. R. 569, L. R. 7 App. Cas. 259), while Lord Selborne stated that all the decisions of the House of Lords "appear to be capable of being explained and justified upon consistent principles," Lord Blackburn observed that two of them, *Ogilvy's case* and *McCarthy's case*, were "not reconcileable"; while, for our own part, we have always thought that both *Ricket's case* and *Brand's case*, in which Lord Westbury and Lord Cairns dissented respectively in a House of three peers only, were utterly and hopelessly wrong. Mr. Cripps, therefore, is seised of a subject requiring very careful treatment, and we may say at once that, in its main features, his book is a very satisfactory one. The leading points are well brought out; not a single case, so far as we have been able to discover, has been omitted; there is some, though, perhaps, not quite enough, independent criticism, and in this 2nd edition, "a new chapter has been added, pointing out the extent to which public Acts, and more especially the Artizans and Labourers' Dwellings Acts, have modified the Lands Clauses Consolidation Acts." The special compensation clauses of the Railways Clauses Act as to mines, however, though dealt with in the text, are nowhere printed in full, and we can discover no reference even to the Public Health (Support of Sewers) Act, 1883, which was passed in consequence of the *Dudley Corporation case* (L. R. 8 Q. B. D. 86). It would have been well, too, if there had been some references from the appendix to the text, more especially as there is no table of statutes. In one very important position, that the rule of *Brand's case* does not apply to a case where lands are taken, we must take leave to differ from Mr. Cripps, and we do not think that he has quite sufficiently set forth the state of the authorities. The judgment of Crompton, J., in the *Stockton case* was the judgment of that learned judge sitting alone, and it was afterwards questioned by Bramwell, B., as well as by Blackburn, J. If *Brand's case* is law—and, of course, it must now be treated as unassailable—we see no reason why its principle should not be thoroughly carried out, or why "injuriously affected," which has been held to mean one thing when lands are not taken, should be held to mean another thing when they are.

THE BANKRUPTCY ACT, 1883.

The Bankruptcy Act, 1883, and the Debtors Acts, 1869 and 1878; together with the General Rules, &c. The Acts and Rules annotated, with all the more important cases decided under former Acts applicable to the present law. By Harold Wright, Barrister-at-Law. William Clowes & Sons (Limited).

Mr. Wright's scheme of dealing with the new Act, if a modest one, is certainly a useful one. He does not pretend to write a treatise on bankruptcy, but to collect the more important decisions. The reader has presented to him in the notes to the sections a short digest of the leading cases bearing upon the corresponding provisions of former Acts. This will be of much value to the practitioner as guiding him to the authorities on the interpretation of the sections. References are given in the margin to the sources of the different sections. The rules are briefly annotated and their sources are also given. The work is prefaced by an introduction in which, after a short sketch of the history of bankruptcy law, the author gives an outline of the provisions of the new Act. There is a full index, and the book is admirably printed.

The Bankruptcy Act, 1883; Time-table showing Period within which every Act or Proceeding in Bankruptcy must be done or taken; also Comprehensive Analytical Index to the Bankruptcy Act, Rules, and Forms. By George Wreford, Assistant-Receiver in Bankruptcy. Doherty & Co.

The object of this work is explained in the title. The author gives in alphabetical order the various steps in bankruptcy proceedings, with references to the sections or rules and a statement of the time limited for each. This is followed by a list of the county courts exercising bankruptcy jurisdiction, with the names of registrars and official receivers, and after that an extremely full and complete index to the Act, Rules, and Forms. This is a very unpretending, but is likely to be a very useful, companion to the Act.

CRIMINAL LAW.

Principles of the Criminal Law. By Seymour F. Harris, Barrister-at-Law. Third Edition. Revised by the Author and Aviet Agabeg, Barrister-at-Law. Stevens & Haynes.

This excellent student's manual has been, in most respects, thoroughly revised, and we find the effect of all the recent cases for which we have looked very tersely stated. There is an error, however, which should be corrected, in the statement, at p. 204, of *Ferens* v. *O'Brien* (31 W. R. 204), where it is said "nor can water in pipes be the subject of larceny." The decision in that case was that water when stored in a pipe under the circumstances and in the condition described in that case *may* be the subject of larceny.

CORRESPONDENCE.

THE ROYAL COURTS OF JUSTICE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Will you exert your influence to remedy an inconvenience to which solicitors are now subjected?

Yesterday morning it was of importance that I should speak to a solicitor who was engaged in a case then proceeding in one of the courts of the Queen's Bench Division, and although, as a solicitor, I am an officer of all the courts, I was refused admittance, notwithstanding I stated that my business was urgent. On my remonstrating, the doorkeepers told me that they were simply obeying orders, and that I must wait, about an hour, until the court rose for lunch.

The admission to the court of barristers, whether they have business or not, is never refused, and it appears to me that the *entrée* should be extended to solicitors on producing, if required, their annual certificate.

Why should barristers, who are not officers of the court, be preferred to solicitors who are?

T.

March 25.

EASEMENTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—"Light" has lucidly stated his case. The Grange (freehold) had ancient lights over Blackacre. Tenant for years of Blackacre purchased the Grange, and, five years afterwards, the lease was surrendered or terminated. Is the reversioner justified in obstructing the lights? *Simper* v. *Foley* (2 J. & H. 563) decides that, where the dominant and servient tenements are held *for different estates*, the union of ownership merely suspends the easement, which revives upon a severance. 2 & 3 Will. 4, c. 71, s. 4, says that the "twenty years without interruption" which, by section 3, gives an indefeasible right to light, shall be deemed to be the period *next before some action*. Thus case and statute seem mutually repugnant.

I think it will be found that the case of *Ladyman* v. *Grave* (L. R. 6 Ch. 763) solves the difficulty. In that case Lord Hatherley, C., said that, where "the enjoyment had lasted for fifteen years and upwards, and then there had been an interruption by unity of possession, and then the enjoyment had lasted for five years more without the unity of possession, in such a case an enjoyment for twenty years could have been pleaded. The interruption (if such it may be called) by the

unity of possession is not an interruption in the sense indicated by the statute, which means an adverse interruption." *A fortiori*, therefore, there was no interruption in the present case, for the right had matured before the union. On the question whether section 3 of the Prescription Act means that the enjoyment of the easement is to be distinct from the enjoyment of the land itself, Lord Hatherley remarked that "the statute could not have meant to confer upon a man a right he in no way required to have conferred upon him—namely, a right to enjoy that which he could not be prevented from enjoying, so long as he was the occupier of the piece of land on which the impediment to his light might be raised." And *Carr* v. *Foster* (L. R. 3 Q. B. 587) affords an instructive analogy. The question there was whether the mere discontinuance of the user for two years, in the middle of a period of thirty, by the claimant of a right of common of pasture appertaining to a messuage, was an interruption within the meaning of the Prescription Act, and it was held that "without interruption" does not mean "without intermission"; but that "interruption" means "an obstruction, not . . . anything denoting a mere breach in time," and that the language of section 4, where it provides that no act shall be deemed an interruption unless *submitted to or acquiesced in* for one year, manifestly points to "an obstruction by the act of some other person than the claimant," and not to "a cessation by him of his own accord." H.

Carlisle, March 24.

THE NEW PRACTICE.

R. S. C., 1883, ORD. 65, R. 9—COSTS—"HIGHER SCALE"—"SPECIAL GROUNDS"—ACTION TO RESTRAIN INFRINGEMENT OF TRADE-MARK—INJUNCTION SUBMITTED TO.—In a case of *Hudson* v. *Osgerby*, before Pearson, J., on the 22nd inst., a question arose as to the taxation of costs on the higher scale. The action was brought to restrain the infringement of a trade-mark, and it came on for trial as a short cause, the defendant consenting to a perpetual injunction, with costs. The plaintiff's counsel asked that, under rule 9 of order 65, a direction might be given to the taxing master to tax the costs on the higher scale, alleging as a "special ground" that the defendant was a deliberate infringer, knowing well that the plaintiff had already established his right in actions against other infringers. PEARSON, J., refused to give the direction. He said that the old rule (rule 2 of order 6 of the Additional Rules of Court, 1875), which entitled solicitors to charge costs according to the higher scale in all actions for special injunctions to restrain the infringement (*inter alia*) of patents, and other similar cases, "where the procuring such injunction is the principal relief sought to be obtained," no longer existed, and, instead of it, rule 9 of order 65 provided that costs on the higher scale might be allowed "if, on special grounds arising out of the nature and importance, or the difficulty or urgency, of the case" the court should so order. If, in the present case, he was to give costs on the higher scale, he should be inflicting a punishment on the defendant, instead of simply enjoining him not to infringe the plaintiff's right.—SOLICITORS, *F. Needham; Collyer-Bristow & Co.*

R. S. C., 1883, ORD. 67, R. 6—SUBSTITUTED SERVICE—PETITION FOR APPOINTMENT OF NEW TRUSTEE—BANKRUPT TRUSTEE ABSCONDING—TRUSTEE ACT, 1850, SS. 22, 32—BANKRUPTCY ACT, 1883, S. 147.—The case of *In re Nicholson's Trusts* (noted *ante*, p. 377) was mentioned to Pearson, J., again on the 22nd inst., when it was explained to his lordship that the petition was not (as he appeared to have supposed) asking for a vesting order under section 22 of the Trustee Act, 1850, on the ground that the bankrupt trustee was not to be found; but was asking, under section 32 of that Act, combined with section 147 of the Bankruptcy Act, 1883, for the appointment of a new trustee in place of the bankrupt. In such a case it was submitted that it was proper to serve the bankrupt trustee, and that, as the petitioners were not able to find him, an order for substituted service should be made, under rule 6 of order 67, because "prompt personal service could not be effected." Upon this explanation being made, PEARSON, J., thought that the bankrupt ought to be served, and made an order for substituted service on his London agents, he being a country solicitor.—SOLICITORS, *Learoyd & Co.*

R. S. C. 1883, ORD. 58, R. 15—APPEAL—SECURITY FOR COSTS—"SPECIAL CIRCUMSTANCES"—INSOLVENCY OF APPELLANT—EVIDENCE—NON-COMPLIANCE WITH BANKRUPTCY NOTICE.—In a case of *Sheldon* v. *Nixon*, before the Court of Appeal on the 26th inst., an application was made that an appellant might be ordered to give security for the costs of his appeal, on the ground that he was insolvent. The only evidence given of his insolvency was that he had not complied with a bankruptcy notice which had been served on him by the respondent in respect of the amount due on the judgment appealed from. The Court (COTTON, BOWEN, and FRY, L.JJ.) held that, in the absence of evidence to the contrary, the non-compliance with the bankruptcy notice was sufficient evidence of insolvency, and that the appellant must give security.—SOLICITORS, *J. E. & H. Scott; Hopwood & Son.*

PRACTICE APPEALS FROM CHAMBERS.*

(Before DENMAN, MANISTY, and WATKIN WILLIAMS, JJ.)

March 25.—*Gray* v. *Jacobs.*

Postponement of trial—Absence of material witnesses—Terms of postponement.

Appeal from an order of Field, J., in chambers, staying proceedings in an action upon terms that the defendants would use due diligence to ascertain the residences of certain witnesses alleged to be necessary for their case, and would communicate the result of their inquiries to the plaintiff, with liberty to the plaintiff to apply.

The action was brought for breach of charter-party in the deviation of a ship by proceeding to Adelaide instead of Calcutta. The defendants alleged that this deviation was rendered necessary by the action of the crew, who refused to continue on the voyage to Calcutta, the ship having experienced bad weather, and requiring constant pumping.

The writ was issued on the 1st of February, 1882, and issue was joined and notice of trial given on the 3rd of May, 1882.

On the 14th of May, 1882, the action was stayed, at the instance of the defendant, by an order of the master, upon the grounds that the evidence of the captain, and of certain of the officers and crew, was material and necessary to this case, and that some of these witnesses were in the Manillas, and the whereabouts of others was not known.

The captain returned to England in January, 1884, and was examined upon commission in February, when the mate's log and other documents were put in.

Subsequently, the plaintiff applied, under R. S. C., 1883, ord. 36, r. 8, that the trial as to the amount of damages should be postponed until after the question of the breach had been determined, upon the ground that a commission to Calcutta would be required to prove the amount of damages. At the same time, the defendants made application that the trial should not proceed, owing to the absence of the other officers and members of the crew, whose evidence they required, and who were still out of England.

The master made the order prayed by the plaintiff, and refused to grant a further stay of proceedings. Upon the latter point the defendant appealed to Field, J., in chambers. His affidavit alleged that he had ascertained from the captain that the persons whose evidence he required had been discharged, and left the ship at Adelaide, and that, since the captain's arrival in England, he (the defendant) had written to his agents in that place to ascertain, if possible, the whereabouts of those persons.

Field, J., made the order above mentioned.

Sydney Nicholls, for the plaintiff.—The defendant has not shown that he has used proper efforts to procure the attendance of the witnesses stated to be necessary to his case. True some of these may be heard of before the return of the plaintiff's commission from Calcutta, but the plaintiff does not wish to incur the expense of that commission needlessly, nor to send it out until the breach of charter-party is proved: *Wright* v. *McGuffie* (4 C. B. N. S. 44), *Rex* v. *D'Eon* (1 H. Bl. 509), *Turner* v. *Merewether* (7 C. B. 251).

Pollard, for the defendant.

THE COURT.—We shall not disturb this order. The undertaking to use proper diligence in ascertaining the whereabouts of the witnesses and the liberty to the plaintiff to apply are sufficient protection for him.

WATKIN WILLIAMS, J.—The plaintiff's ultimate redress may not be delayed, as he contemplates a commission to Calcutta.

Solicitor for the plaintiff, *Greening.*

Solicitors for the defendant, *Parker, Garrett, & Parker.*

(Before Lord COLERIDGE, C.J., and CAVE, J.)

March 26.—*Central News (Limited)* v. *Eastern Telegraph Company (Limited) and others.*

Inspection of documents—Irrelevancy—Ord. 31, rr. 15—18.

There is no right to the inspection of documents, as to which there is no right of discovery, although they may be referred to in answers to interrogatories.

Therefore, where a defendant made an affidavit of documents, alleging, in the usual form, that he had no documents in his custody relating to the matters in question other than those specified in the schedule thereto, and afterwards, in his answers to interrogatories, referred to documents not specified in the affidavit, but in such terms that their materiality could not be inferred, the court refused to make an order for the inspection of such documents by the plaintiff under ord. 31, r. 18.

This was an appeal from an order of Field, J., dismissing an application which had been referred to him by Master Johnson, that the Eastern Telegraph Company might be ordered to produce to the plaintiffs' solicitor three telegrams referred to in the affidavit of Mr. Mackay sworn on the 12th of February, 1884.

Mr. Mackay, as secretary of the Eastern Telegraph Company, had, on the 9th of June, 1883, made the usual affidavit of documents; alleging, in common form, that, to the best of his knowledge, information, and belief, the company had no documents in their custody relating to the matters in question in the action other than those set forth in the schedule.

Reported by CHARLES CAGNEY, Esq., Barrister-at-Law.

The statement of claim alleged that the plaintiffs were a company established to carry on business as purveyors of news; that the Eastern Telegraph Company were carriers of telegrams for hire; that the Exchange Telegraph Company (Limited), who were also made defendants, carried on, like the plaintiffs, the business of purveyors of news; that, during the recent war in Egypt, the plaintiffs had correspondents or agents specially appointed to send them the earliest intelligence of events occurring there; that the plaintiffs employed the Eastern Telegraph Company to carry such news for them by telegraph upon the terms that the Eastern Telegraph Company would not publish or divulge the contents of the telegrams; that the Eastern Telegraph Company did divulge the contents to the Exchange Telegraph Company, who, in the case of a message containing news of the victory at Tel-el-Kebir, were thus enabled to supply the news to their customers earlier than the plaintiffs could supply it to their own customers.

The Eastern Telegraph Company, by their statement of defence, denied that they divulged the contents of the plaintiffs' telegrams.

The plaintiffs' telegram containing an account of the capture of Tel-el-Kebir was despatched from Port Said at 11.30 a.m. on the 13th of September, 1882. The news was, however, published by the Exchange Telegraph Company in London shortly before the arrival of this telegram; and the plaintiffs' case was that this was because the officials of the Eastern Telegraph Company took the news from the plaintiffs' message, and telegraphed it to London, where it was supplied to the Exchange Telegraph Company; the plaintiffs' message being delayed at Alexandria (where it had to be re-telegraphed) until the message for the Exchange Telegraph Company had been thus dispatched.

The plaintiffs accordingly administered interrogatories to the Eastern Telegraph Company, by the 21st of which they asked at what hour on the 13th of September was the first or earliest message relating to the battle and capture of Tel-el-Kebir received for transmission by telegraph. The 22nd interrogatory asked at what hour any such telegram first reached any station of the company. These two interrogatories asked for other particulars with respect to the telegrams so received, such as the names of sender and receiver, of the transmitting clerk, and the like.

Mr. Mackay, in a further answer to these interrogatories, sworn on the 12th of February, 1884, and delivered by order of Mathew, J., said that three messages relating to the capture of Tel-el-Kebir had been received in cipher at Port Said, the first at 8 a.m. and the others at 9.15 a.m.; that these were duly delivered at their destination, Alexandria, and not transmitted to England; that the cipher was unintelligible at the time to any persons in the employ of the company, but that, from inquiries made since, he believed the second of these messages to be the first containing news of the capture of Tel-el-Kebir. He declined to give the further particulars asked for by the interrogatories, on the ground that the whole of such particulars were irrelevant, the telegrams in question having all been received at least an hour and a half before the plaintiffs' message was received.

Waddy, Q.C., and *C. Dodd*, for the plaintiffs.—Under ord. 31, rr. 15—18, the plaintiffs are entitled to inspection of any documents specified in the affidavits of the defendants unless the same are privileged, which is not alleged here. Moreover, the documents in question are relevant.

Moulton and *Box* (*C. Russell*, Q.C., with them), for the Eastern Telegraph Company.

Lord COLERIDGE, C.J.—This is an application to inspect documents referred to in the defendants' answers to interrogatories. The plaintiffs, then, are thrown back on the principles of discovery and inspection. According to these, they cannot be entitled to inspection of the documents if they are not entitled to discovery of them. But they are not entitled to discovery because the defendants deny their relevancy. The suggestion of the plaintiffs is that the defendants re-telegraphed the news contained in the plaintiffs' message, stopping the message itself. It is essential to this contention that the message by which the defendants forwarded the stolen news should be subsequent to the receipt of the plaintiffs' message. But all three telegrams were received and transmitted previous to the receipt of the plaintiffs' message. Therefore, I do not see how they can be material. In *Attorney-General* v. *Emerson* (L. R. 10 Q. B. D. 191), and *Combe* v. *Corporation of London* (L. R. 1 Y. & C. 651), it is laid down that a party must be bound by the affidavit of his opponent as to the relevancy or irrelevancy of a document, unless the court can see that something material has been withheld. I do not see that here, and, accordingly, I think the appeal must be dismissed with costs.

CAVE, J.—I am of the same opinion. I cannot see that the telegrams are material.

Appeal dismissed, with costs.

Solicitors, *Rollit & Sons*; *Birchalls*.

JUDGES' CHAMBERS.*

QUEEN'S BENCH DIVISION.

(Before FIELD, J.)

March 14.—*Henderson* v. *Ripley and others.*

Interrogatories—Application to dispense with deposit—Action supported by subscriptions—Ord. 31, r. 25.

This was an appeal from the refusal of a master to allow the plaintiff to interrogate the defendants, without making the deposit in respect of costs required by ord. 31, r. 25.

The plaintiff's affidavit stated that the action was brought by him for damages for the deaths of two of his daughters from injuries received by the fall of the defendants' chimney owing to its defective condition; that he had no means whatever, except thirty-five shillings a week as wages, and had a wife and five young children; and that he was unable to pay the sum necessary before delivering interrogatories. The affidavit of the plaintiff's solicitor stated that in his opinion the plaintiff had a good cause of action against the defendant; that he believed interrogatories to be necessary as the defects in the chimney were denied, and it would be very expensive to get evidence on the subject; and that the plaintiff was unable to make the deposit.

The affidavit of the solicitor for the defendants stated that a substantial sum of money for the prosecution of this and other actions arising out of the same accident had been obtained by public subscription and placed in one of the Bradford banks for that purpose.

FIELD, J.—The object of this rule was that interrogatories should not be administered unless they are really required. I cannot dispense with the deposit in this case, as the action is supported by an association and a common fund. It is only to be dispensed with when there is a genuine inability to make it.

Appeal dismissed.

Solicitor for the plaintiff, *H. F. Wood*, for *Berry, Robinson, & Scott*, Bradford.

Solicitors for the defendants, *Field, Roscoe, & Co.*

March 20.—*Picasso* v. *Trustees of Maryport Harbour.*

Taxation of costs—Witness kept in Italy for trial here—Ord. 65, r. 27, sub-rule 9.

This was an appeal from the master's taxation of costs.

The master held that the costs of keeping the captain of a vessel on shore at his home in Genoa, where he had been sent until the trial of the action here, in which he was a necessary witness, could not be allowed. He allowed the cost of bringing the witness from Genoa to England for the trial, but said that the cost of keeping a witness for the trial could only be allowed if he was kept within the jurisdiction.

Barnes, for the plaintiff, submitted that the sole question was what reasonable expense had been incurred in keeping the witness for the trial, and referred to ord. 65, r. 27, sub-rule 9.

Bucknill, for the defendants, contended that the master should have also disallowed the cost of bringing the witness from Genoa.

FIELD, J.—I think it is plain from the rule that Mr. Barnes has referred to that the common law courts have a larger power of allowing costs to witnesses than they formerly had. I think that the allowance of costs as between party and party that formerly prevailed did not give the successful party a fair indemnity for his costs. I think even now that a proper indemnity is often not given. I wish to make litigation as cheap as possible; but the successful party ought not to be deprived of what it is intended that he should have—an indemnity against costs reasonably incurred in protecting or defending the action. If any unnecessary costs have been incurred, the master has full discretion to disallow them, and, in such a case, I do not generally interfere. Here the master has not exercised his discretion. He has allowed the costs of the journey from Genoa to England, which shows that he thought it a proper thing to bring him over. It is clear that those costs are rightly allowed, and that it was a proper thing to keep him at Genoa. The plaintiff has recovered a verdict, so that the proceeding has not been fruitless. The master would have allowed the cost of keeping him here; and to have kept him here would have cost more than sending him to Genoa and keeping him there. I am told that, in an admiralty case (unreported), similar expenses have been allowed. The master was right in following the old practice. I am now laying down a new practice that I think should be followed for the future.

Solicitors for the plaintiff, *Gregory & Co.*

Solicitors for the defendants, *Cooper & Co*

March 21.—*Ross* v. *Ashwin and another.*

Taxation of costs—Chancery items referred to chancery master—*Allocatur* as to whole bill—Objections, how carried in—Ord. 65, r. 27, sub-rules 39, 40.

This was an application with reference to the taxation of a bill of costs.

The action had been commenced in the Chancery Division, but subsequently transferred to the Queen's Bench Division. The taxing master in the Queen's Bench Division had referred the taxation of the costs incurred prior to the transfer to a master in the Chancery Division. The question had arisen as to how objections to the taxation of the costs of the chancery proceedings were to be carried in—whether before the taxing officer in the Queen's Bench or in the Chancery Division.

FIELD, J.—There is no doubt whatever as to the power of a master to refer part of the costs of an action for taxation to another master, as has been done in this case. That is provided for by ord. 65, r. 19. Master Brewer has very properly referred that part of the bill which relates to chancery proceeding to Master Wainwright for taxation. Master Wainwright has commenced his taxation of that part of the bill. He must conclude his taxation, and then report the result to Master Brewer. Any objections to any part of the taxation will then be carried in before Master Brewer, who can refer any objections to that part of the bill taxed by Master Wainwright to him, that he may state the grounds of his decision. Master Brewer will then give the *allocatur* as to the whole bill.

Solicitors for the applicant, *Lumley & Lumley*.

* Reported by A. H. BITTLESTON, Esq., Barrister-at-Law.

March 25.—*De St. Martin* v. *Davis & Co.*

Security for costs, where plaintiff out of the jurisdiction—Discretion as to making order—Absence of defence—Ord. 65, r. 6.

This was an appeal by the plaintiff from the order of the master that he should give security for the costs of the action on the ground that he was a foreigner resident abroad. As a summons for judgment under order 14 was pending, security to the extent of £20 only had been ordered, with liberty to defendant to apply for increase of amount.

The defendants had written a letter to the plaintiff admitting that they owed him the amount claimed, and saying that they were not able to meet their liabilities.

Field, J.—It is an equitable rule that where a plaintiff who resides out of the jurisdiction sues a defendant within the jurisdiction, inasmuch as the party who is within the jurisdiction may succeed in the action and would have to go abroad to recover his costs, the plaintiff shall give security for the costs before they are incurred. But, in the present case, it is said that it is impossible that the plaintiff can have to pay costs, because a direct admission by the defendants of their liability is produced. The reason for the rule does not, therefore, apply here; and the only question is whether I have any discretion as to making an order. I think that I have, and that I ought to exercise it in this case by relieving the plaintiff from giving security.

Appeal allowed; costs, plaintiffs in any event.

Solicitor for the plaintiff, *W. F. Nokes.*

Solicitors for the defendants, *James, Son, & James.*

March 26.—*Hunt* v. *Clifford.*

Jurisdiction at chambers—Sale by sheriff—Leave to sell by private contract—46 & 47 Vict. c. 52, s. 145.

This was an *ex parte* application by an execution creditor for an order, under section 145 of the Bankruptcy Act, 1883, that the goods of the execution debtor might be sold by private contract instead of by public auction.

Master Dodgson had referred to the judge the question whether he had jurisdiction to make the order, stating that in the case of *Hunt and another* v. *Fentham and wife* (L. R. 12 Q. B. D. 162), he had refused to make a similar order on the ground that he had no jurisdiction, but that Mr. Justice Mathew entertained the application and refused to make the order on another ground; and that if the judge had jurisdiction the master had.

Field, J., held that the order could be made at chambers by a master or a judge.

Order.

Solicitors for the applicant, *Maskeson, Taylor, & Arnould.*

BANKRUPTCY CASES.

QUEEN'S BENCH DIVISION.

In Bankruptcy.*

(Before Cave, J.)

March 10, 17.—*In re Tricks, Ex parte Wintle.*

Bankruptcy appeal—Specific performance—Withdrawal of proof—Retention of security.

This was an appeal from an order of the judge of the Gloucester County Court, whereby he had refused to grant Wintle an order for compelling the trustee in the bankruptcy of Tricks to perform specifically an agreement to sell and assign certain policies held by Wintle as security for an advance.

It appeared that but for the suicide of Tricks, either on the day of, or on the day preceding, the first meeting, this agreement would have been performed. The application in the court below having been refused, the appellants now asked for leave to withdraw their proof, and to retain their security.

E. C. Willis, Q.C. (*Poole* with him), for the appellant.

Winslow, Q.C. (*Macpherson* with him), for the respondent.

The facts and arguments, so far as they were material, will sufficiently appear in the condensed judgment.

March 18.—Cave, J.—I agree entirely with the judgment of the court below, which was, in my opinion, perfectly correct, having regard to the application made; but the appellants have shifted their ground here, and the question appears in quite a different light. On the 27 of August, 1883, Tricks went into liquidation, the present appellant being a creditor for £515, secured upon two policies. The liquidation proceedings fell through, and on the 22nd of September Ticks was adjudicated a bankrupt upon the petition of Wintle as a creditor for £515, *minus* the surrender value of the policies. On the 9th of October the proofs, &c., in the liquidation were transferred to the bankruptcy. Wintle attended at the first meeting of creditors and voted. It was contended that his action had amounted to an election from which he could not recede. A case was cited, the facts of which were very similar to those of the present case—the case of *Ex parte King* (L. R. 20 Eq. 273), which is commented on in *Ex parte Bagshawe* (L. R. 13 Ch. D. 304). Notwithstanding what has been said, I can only follow the Chief Judge. In *Ex parte King* the matter appears to have been regarded as a question of election, and the creditor proved under circumstances somewhat different from those of the present case. The creditor always intended to purchase the policies. On October 15, the date of the first meeting, it was not known that Tricks was dead; the respondent says that it is not known now; but there is no ground for supposing that what people thought at the end of October is not the fact now. If Tricks was alive, the aspect of affairs might be different. Therefore, this case may be distinguished from *Ex parte King*, because here the intention has always been to retain the security; there never was a concluded election to rely on the estate solely. The proceedings at the first meeting were conducted in ignorance of the death of Tricks. Wintle intended, and the trustee intended, that the policies should be sold to Wintle, and, therefore, I decide that Wintle may withdraw his proof on the following terms:—(1) Proof to be struck out on the appellant undertaking to make no claim against the estate; (2) undertaking to pay over to the trustee any surplus from the sale of the policies; (3) that, as the appellant comes here for an indulgence, he should pay his own costs both here and in the court below. These must not be added to his debt, and not retained from his policy moneys. The trustee's costs may come out of the estate. This order to be without prejudice to the trustee's right to redeem.

Solicitors for the appellant, *Robinson, Preston, & Snow.*

Solicitors for the respondent, *Clarke, Woodcock, & Ryland.*

March 10, 11.—*In re Day, Ex parte Barrow.*

Bankruptcy—Fraudulent preference—Pressure amounting almost to personal violence.

This was an appeal from an order of the registrar of the county court of Leicester. The matter had previously come on appeal before Bacon, C.J., on the 12th of June, 1883, but had been remitted by him to the county court for further evidence; it now again came up on appeal on that evidence. The order appealed from declared that certain goods formed part of the property of the debtors, and did not belong to Barrow Brothers, creditors to whom they had been handed over in satisfaction of a debt.

Horne Payne (*Woolf* with him), for the trustee.—The question is, whether the circumstances were such as to make the handing over of these goods amount to a fraudulent preference within section 92 of the Act of 1869. In the month of October, 1882, the debtors owed to Messrs. Barrow Brothers about £700, and they made an arrangement by which it was provided that the debt should by payment be reduced to £500, and that, for the future, all transactions between them should be settled by almost immediate payment. On the 1st of December, 1882, £249 was due for payment, and on the 6th of December Messrs. Barrow's traveller called upon the debtors and asked for payment. They promised to pay £150 on the 9th, but the money was not forthcoming, and the traveller, who was being severely pressed by his principals, was gradually and repeatedly put off until Saturday, the 16th of December. On that day the impeached transaction took place. Messrs. Barrow's traveller insisted on payment either in goods or cash, and thereupon the younger Day, according to the traveller's version, partially agreed, under pressure amounting almost to personal violence, to hand over certain goods to him. They bargained precisely as to the price, and got very near to the sum formerly agreed to be paid. The debtors admit the pressure, but say that they informed Messrs. Barrow's traveller at the time that they were on the verge of insolvency, and furnished him with a statement of accounts. The debtors presented their petition on the 19th, and it was filed on the 21st. [The evidence was then read.] The question which is now to be decided is whether the pressure put upon the debtors by Barrow Brothers was of such a character as to take this transaction outside the doctrine of fraudulent preference. I say that it was, upon the authority of *Ex parte Topham, Re Walker* (21 W. R. 655, L. R. 8 Ch. 14).

Woolf followed, and cited *Brown* v. *Kempton* (19 L. J. C. P. 169).

Sills, in support of the order.—The doctrine of pressure in relation to fraudulent preference has received much modification of late. I contend, on the authority of *Ex parte Griffith, Re Wilcoxon* (31 W. R. 878, L. R. 23 Ch. D. 69), and *Ex parte Hill, Re Bird* (32 W. R. 177, L. R. 23 Ch. D. 695), that this, notwithstanding the pressure, was a fraudulent preference.

Cave, J., delivered a judgment of which the larger part consisted of a recapitulation of the facts as above stated and of the arguments. He also read the material parts of the evidence. In conclusion, the learned judge held that, notwithstanding the pressure, the decisions in *Ex parte Griffith, Re Wilcoxon*, and in *Ex parte Hill, Re Bird*, were sufficient to bring the facts of this transaction within the definition of fraudulent preference thereby established. He, therefore, held that the order of the county court judge ought to be affirmed.

Judgment accordingly.

Solicitors, *Benson; Smart*, for *Hineks*, Leicester.

Feb. 12; March 13.—*Re Owtram and Edelston, Ex parte Marshall.*

Bankruptcy closed—Application to re-open—Fraud and misrepresentation—Burden of proof on trustee.

Taylor (with whom was *Ambrose*, Q.C.), for the appellants.—This is an appeal by a trustee in the bankruptcy of Edelston and Outram, and by a number of creditors, against an order of the judge of the Manchester County Court by which the application of the appellants was dismissed,

* Reported by J. E. Vincent, Esq., Barrister-at-Law.

and was also an appeal against the finding of the county court judge upon certain issues. The facts were shortly as follows:—Previously to 1879 H. C. Owtram and Edelston carried on business as partners at Preston, but, at that date, H. C. Owtram retired, proposing that Frank Owtram, his son, should become a partner in his place. At the time when the agreement to this effect was made the firm was indebted to the amount of £49,000; therefore, this amounts to an agreement that the debts and liabilities of the firm should be shifted over to Edelston and Frank Owtram. On the 11th of July, 1879, H. C. Owtram executed a codicil to his will authorizing his executors to sell his share in the business, and died on the following day. Frank Owtram and Edelston continued the business without capital on speculative principles, and lost £36,000. In April, 1880, the executors entered into possession of the mill, and immediately beforehand a draft agreement was prepared whereby it was provided that Edelston and Owtram should carry on the business, the executors retaining a lien upon the property for the purchase-money. On May 8 the debtors filed their petition, their total assets being £4,330, and a receiver was appointed, and entered into an arrangement with the executors to become their tenant. To him the debtors made a statement of affairs, which statement is now impugned, on the ground that it mentioned as being of no value a certain patent in respect of which £800 was subsequently received by Edelston, and that it did not mention a certain claim which the firm had against Jones Brothers. On the 20th of May a composition of 1s. 6d. in the pound was offered by the trustee on behalf of the debtors, and, as soon as it was accepted, the debtors gave Jones Brothers notice of their claim. The executors then reconveyed to the debtors. In July, 1883, an application was made to the county court judge to set aside the deed of reconveyance, but he refused to do so unless the resolutions were first vacated.

The remainder of his facts and arguments, both of which were extremely long, will appear sufficiently in the condensed judgment annexed hereto.

Cohen, Q.C., *Finlay Knight*, and *C. A. Russell*, for the defendants.

F. C. Willis, Q.C., and *J. M. Yates*, for the executors.

March 13.—CAVE, J.—This an application by the trustee in the bankruptcy of Owtram and Edelston for relief in relation to two separate sums of £2,750 and £800, which they allege to have been fraudulently received by the bankrupt since his discharge. I will first give an illustration of the way in which the law of the case strikes me. A man possessing an estate of which the agricultural value is £5,000, fails for £100,000, being aware of valuable minerals beneath the surface. A friend, upon this being represented to him, buys the estate for £5,000, and reconveys it to the discharged bankrupt. Can it be said that the bankrupt has a legal right to retain the proceeds of his villany? and does the interposition of an innocent friend make any difference? Mr. Willis cited several cases in support of an argument that the bankrupt was entitled to retain the fruits of his fraud, but none of them went anywhere near to supporting a view which revolts one's moral sense. Looking at the facts, I find circumstances of great suspicion attaching to the conduct of Edelston in regard to both sums, but there is no affirmative case proved against him. It is not absolutely proved that Edelston was aware, before the date of his discharge, of the claim which he was entitled to make against Jones Brothers, and the patent is mentioned in the statement of affairs, £450 being said to have been expended upon it. As to the large claim against Jones Brothers, Edelston admits that he suggested that it should be kept out of the books, but says that he did this in the interest of Jones Brothers in order that their irregularities might be concealed. Here there is as much to be said for the one view as the other, and, therefore, the burden of positive proof being upon the appellants, their case fails. With reference to the costs, it was certainly necessary for the trustee to institute an inquiry, and it must be clearly understood that I decide this case as I do, not because Edelston has been proved innocent, but because he has not been demonstrated to be guilty. I cannot, of course, make him pay the trustee's costs, but I am clearly of opinion that the trustee ought not to pay any of his. Turning to the executors, I find that they have separated themselves entirely from the question of fraud or no fraud, and have adduced an argument for which I cannot find the slightest authority in law. Moreover, it is one which shocks my moral sense; and I, therefore, decide that all parties must pay their own costs.

Appeal dismissed.

Solicitors for the appellants, *Prichard, Englefield, & Co.*, for *Boote & Edgar*, Manchester.

Solicitors for the executors, *Welsh & Son*, Manchester.

Solicitors for the respondents, *Partington & Allen*, Manchester.

(Before CAVE, J., in chambers.)

March 22.—*Re F. S. and W. S. Parker, Ex parte The Chief Official Receiver.*

Bankruptcy—Stay of proceedings in Chancery Division—Receivers—Discharge and remuneration of.

This was an application on behalf of the Chief Official Receiver for four orders—(1) to stay proceedings in an action for dissolution of partnership commenced by W. S. Parker against F. S. Parker in the Chancery Division before Kay, J.; (2) that the two receivers appointed in that action might be discharged, and give up all property in their hands to the official receiver as quickly as might be practicable; (3) that the two receivers might be ordered to bring in and pass their accounts before the registrar; (4) that any further order might be made such as the circumstances might require.

Chalmers, for the official receiver, having described the nature of his application, asked whether the appointment of the receivers was to terminate from the date of the adjudication or from the date of the order. [CAVE, J.—From the date of the order.] He also pointed out that there would be a question as to the manner in which the remuneration of the receivers should be decided, and suggested that the matter was a proper one for the consideration of the registrar, who might act in a similar manner to a chief clerk in the Chancery Division.

Finlay Knight, for the Messrs. Parker.

CAVE, J., made the following order:—Action stayed. Possession to be given up from the date of the order to-day. Receivers to bring in and pass their accounts before the registrar. The registrar to deal with the costs of the receivers appearing, also with the question of their remuneration. Applications for an appointment before the registrar to be made by the official receiver.

Solicitors, *The Official Solicitor; W. Aldridge.*

March 15.—*Re F. Whittaker.*

Official receiver—Refusal to appoint a special manager—Sections 12 and 66 of the Bankruptcy Act of 1883.

F. Willis.—This is an *ex parte* application, by way of appeal from a decision of the official receiver refusing to appoint a special manager under the powers given to him by section 12 of the Act of 1883. I ask your lordship to direct him to do so. I base the request upon the last clause of section 66 of the new Act, in which it is enacted that the official receiver and other persons "shall also be officers of the court." If an officer of this court, he is, in the same manner as any other officer of the court, subject to the directions of the judge of this court. In this case he has declined to appoint a special manager, although the case is such that the appointment would be greatly to the benefit of the creditors. [CAVE, J.—No express right of appeal to the court is given.] This is not an appeal, but an application for an order to compel the official receiver to do his duty. [CAVE, J.—You must show an express authority.] If an officer of the court does not do his duty the judge can compel him. [CAVE, J.—Of his duty he is himself the judge.] The practice upon this point must be settled. All that the Act of 1883 gives to the official receiver is certain duties to perform. He has no judicial powers. We will be satisfied with leave to serve the official receiver with a notice that we intend to make this application.

CAVE, J.—I am satisfied that I have no authority to make the order which is asked for here. [His lordship here read out section 12.] This person is substantially to be appointed by the official receiver, to whom the Legislature has given a discretion, and not a mere ministerial power. There is no appeal provided in a matter of this kind, and the mere fact that in section 66 it is stated that the official receiver is an officer of the court would not warrant me in entertaining such an application as this.

Application refused.

Solicitors, *Rogers & Chave.*

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR PEPYS.)

Mar. 13.—*Re* ——,

Application to set aside bankruptcy notice—Bankruptcy Act, 1883, s. 4, sub-section (*g.*)—Bankruptcy Rules, 1883—Effect of filing affidavit by debtor, according to form 8 of Bankruptcy Rule 121—Right of debtor to begin on hearing of application to set aside a bankruptcy notice.

A bankruptcy notice, under section 4 of the Act, had been served on the debtor. The debtor had, on the 8th of February, sworn and filed an affidavit according to form 8 under the Bankruptcy Act, 1883, and thereupon the court extended the time for hearing the application of the debtor until the 25th of February. Between the aforesaid dates the court appointed the 13th of March, 1884, for the hearing the application of the debtor, but no further extension of time was made for hearing the said application.

Herbert Reed, for creditor.—The debtor's application is out of time, and he has committed an act of bankruptcy under section 4 of the Act. There has been no application to extend the time after the 25th of February last. The words of section 4, sub-section (*g.*), are imperative. This application should be dismissed, although it must be admitted that the questions now sought to be raised by the debtor can be raised at the hearing of the petition for adjudication.

Wyatt Hart, for the debtor.—The debtor has complied with the terms of Bankruptcy Rules 120 and 121, and, by the operation of the latter rule, immediately the affidavit alluded to in the rule is filed by the debtor, no act of bankruptcy, by non-compliance with the particular bankruptcy notice, can be committed until the day fixed for hearing of the debtor's application.

The REGISTRAR held that the objection must be overruled, as being contrary to Bankruptcy Rule 121.

Wyatt Hart then proceeded to open the case for the debtor.

Reed objected that the creditor had, on an application to set aside a bankruptcy notice, a right to begin, following the practice under the Bankruptcy Act of 1869, when a debtor applied to dismiss a debtor's summons.

The REGISTRAR overruled the objection, and proceeded to hear the case on the merits.

Solicitor for the debtor, *R. A. Trivett.*

CASES OF THE WEEK.

PATENT—INFRINGEMENT—WANT OF NOVELTY—ESTOPPEL—SALE OF PATENT BY TRUSTEE IN BANKRUPTCY OF ORIGINAL PATENTEE—OMISSION TO DELIVER PARTICULARS OF OBJECTIONS—15 & 16 VICT. c. 83, s. 41—AMENDMENT—DEFECT IN PROCEEDINGS—R. S. C., 1883, ORD. 28, R. 12.—In a case of *Cropper* v. *Smith*, before the Court of Appeal on the 24th inst., a curious question arose as to estoppel in relation to the validity of a patent, and there was a further question as to the effect of the omission to deliver particulars of objections intended to be relied on, to the validity of a patent, and the exercise of the power of the court, under ord. 28, r. 12, to "amend any defect or error in any proceedings." The action was brought to restrain the infringement of a patent. The plaintiff was an assignee of the patent, which he had purchased from the trustee in the bankruptcy of H., one of the defendants, who was the original patentee. The defendants S. and H. were carrying on business in partnership, and were alleged to be infringing the patent. The defendant S. gave notice, as required by section 41 of the Act 15 & 16 Vict. c. 83, of his intention to rely on the objection of want of novelty. The defendant H. did not give any such notice. At the trial, Pearson, J., held that the objection of want of novelty failed, and gave judgment for the plaintiff. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) held that a subordinate combination, which the plaintiff had claimed by his specification, was not novel, and that, consequently, the patent was bad altogether. The objection was then raised that the defendant H. was estopped from denying the validity of his own patent, and also that the issue of want of novelty could not be decided in his favour, because, as he had not given notice of his intention to rely on that objection, no evidence of want of novelty could be admitted on his behalf. The court overruled the objection of estoppel, but (BOWEN, L.J., dissenting) allowed the other objection. COTTON, L.J., said that the estoppel was said to arise in three ways—(1) by record—*i.e.*, by the letters patent; (2) by deed, by the specification; (3) *in pais*. The answer to the first objection was that it could only arise between parties and privies—*i.e.*, between the Crown and the grantee. As to the specification, all that it professed to do was fully to declare the nature of the invention and how it was to be carried into effect, and there was nothing inconsistent with this in showing that it failed for want of novelty of a subordinate combination. As to the estoppel *in pais*, it was said that the patentee was estopped because, in his petition to the Crown for a grant of letters patent, he represented that the whole invention was new. This objection might be a good one by anyone who had relied on the statements in the petition. But there was no evidence that the plaintiff, when he purchased, had in any way relied on those statements. And, as a general rule, people who bought patents did not rely on any statements by the patentee, but formed their own judgment and took the chance of its being a good patent. The other objection was a much more serious one. The objection to the patent of want of novelty was one which could not be decided without evidence, and the defendant had deliberately chosen not to give notice of his intention to rely on this objection. It was true that the evidence of want of novelty arose in the cross-examination of the plaintiff's witnesses, but it was admissible only as being relevant to the issue which was being decided by the court, and it ought not to have been admitted on behalf of H., as he had not given notice of this objection. His lordship thought that, as H. had deliberately abstained from giving notice of this objection, he was entitled to no favour from the court, and ought not to have liberty to amend that defect. BOWEN, L.J., agreed on the question of estoppel. On the other point the effect of the judgment would be that the court *uno flatu* would decide that the patent was invalid, and that all the rest of the world were entitled to use the invention, and would enjoin the defendant H. for ever from infringing a right which did not exist. This might entail endless consequences on that unhappy defendant. He did not set up that his own patent was void for want of novelty, but left his partner to do that. What advantage could he expect to gain from this course, except to escape the prejudice which might result to him from saying that his own invention was bad? Probably his counsel thought there was an estoppel against him, and, for tactical purposes, left the partner to fight this question. What possible injury could that have done to anybody? Under section 41 of the Patent Act, the judge at chambers, and, consequently, the judge at the trial, had power, at the last moment, to allow an amendment of the particulars on terms. The Patent Act was a common law statute, and applied only by analogy to an action in a court of equity. The object of courts of justice was to decide the rights of the parties, and not to punish them for mistakes in the conduct of their causes. His lordship knew of no mistake in procedure, if it was not fraudulent, which might not be corrected on terms. He did not regard it as a matter of favour and grace. Rule 12 of order 28 said that "all necessary amendments *shall be made* for the purpose of determining the real question or issue raised by, or depending on, the proceedings." He thought it was a matter of right to correct the mistake, if it could be done without injustice to the other side. It was said that to correct the error would be to take away an advantage from the other side. That was always the case when an amendment was made, but in no other sense would it take away an advantage. He thought the test was this—could you, by the imposition of any terms, place the other side in as good a position to have the right determined as they were before the mistake was made? In his experience, he had always found there was a panacea which healed every sore in litigation, and that was costs. And in the present case the plaintiff had been put to no extra costs by the mistake. In his lordship's view, the action ought to be dismissed as against the defendant H., and there should be no costs of the appeal. FRY, L.J., agreed with the other members of the court as to the estoppel, and with COTTON, L.J., as to the other point. Every issue in a litigation must be determined on evidence which was competent as against each litigant, and the conclusions as against different parties to the litigation might differ. If leave to amend had been really asked for, he should have been very unwilling to give it in such a case, but he thought it had never been asked for, but that the counsel for the defendant H. had taken a course inconsistent with asking for leave to amend.—SOLICITORS, *F. Needham; Moreland, Hewitt, & Everitt.*

TRADE-MARK—REGISTRATION OF PORTRAIT OF INVENTOR—TRADE-MARKS REGISTRATION ACT, 1875, s. 10—"DISTINCTIVE."—In the case of *In re Anderson's Application*, before Chitty, J., on the 17th inst., an application was made by W. R. Anderson to register as a trade-mark for extract of meat a portrait of the late Baron Liebig, with the legend "Brand Baron Liebig." The application was opposed by the Liebig's Extract of Meat Company, on the grounds that the trade-mark proposed to be registered was calculated to deceive the trade and public into the belief that the extract of meat and goods marked with it were those manufactured by the Liebig's Extract of Meat Company, and that the applicant was not entitled to the exclusive user of the word "Baron," or of the portrait. CHITTY, J., said that as it appeared that it had been already held long since by the House of Lords that the term "Liebig's Extract of Meat" was *publici juris*, the applicant could not be entitled to the exclusive use of the term, nor to register that part of his trade-mark which consisted of the words "Brand Baron Liebig." With respect to the portrait, it was a common custom to publish portraits of inventors of articles, and, therefore, the applicant could not be allowed to register that part of his trade-mark which consisted of the portrait. The portrait was not in fact sufficiently "distinctive" to be the subject of registration within section 16 of the Trade-Marks Registration Act, 1875. Furthermore, by suffering the registration to proceed, his lordship would be sanctioning the registration of a mark calculated to mislead the public into the belief that Liebig's Extract of Meat was the particular property of the applicant. He, therefore, refused the application.—SOLICITORS, *Flux & Co.; Crump & Son.*

ACT OF BANKRUPTCY—ASSIGNMENT OF WHOLE PROPERTY AS SECURITY FOR EXISTING DEBT AND FURTHER ADVANCE—BILL OF SALE—STATEMENT OF CONSIDERATION—AFFIDAVIT OF REGISTRATION—JURAT—OMISSION OF COMMISSIONER'S DESIGNATION—BILLS OF SALE ACT, 1878, s. 8.—In a case of *Ex parte Johnson*, before the Court of Appeal on the 22nd inst., a question arose as to the statement of the consideration in a bill of sale, and there was the further question whether the execution of the deed amounted to an act of bankruptcy on the part of the grantor. The grantor was a trader, and, being in pecuniary difficulties, he, on the 11th of July, 1882, assigned substantially the whole of his property by way of mortgage. The deed contained a recital that the grantor was indebted to the grantee in the sum of £4,530, and had applied to the grantee to lend him the further sum of £400, which the grantee had agreed to do on having the repayment thereof and of the £4,530 respectively secured in manner thereinafter appearing. And, in pursuance of the agreement, and in consideration of the sum of £400 "on or immediately before the execution of these presents" to the grantee paid by the grantor, the property was assigned to the grantee by way of mortgage to secure £4,930. On the 14th of August, 1882, the grantor filed a liquidation petition, and the trustee in the liquidation sought to set aside the bill of sale on the ground that the consideration was not stated in it in compliance with section 8 of the Bills of Sale Act, 1878, and also that its execution was an act of bankruptcy. From the evidence it appeared that £200 of the £400 had been advanced by the grantee to the grantor on the 7th of July, and that on that day the grantor had signed a written undertaking to give a bill of sale on demand, to secure the £4,530 and the £200. On the 11th of July the grantor asked for a further advance, and the grantee agreed to lend a second £200 upon the execution of the bill of sale. The Court of Appeal (*COTTON*, BOWEN, and FRY, L.JJ.) held that the consideration had been sufficiently stated in the deed. COTTON, L.J., thought it was a pity that the decisions on the Bills of Sale Act had departed from the strict language of the Act. But, in the present case, he thought that the two advances of £200 might be considered as really one transaction, there being an interval of only four days between them, and, that being so, the statement that the £400 was advanced "on or immediately before the execution" of the deed was a truthful one. If, however, the two loans of £200 were to be considered as two distinct transactions, and that on the second occasion there was a new agreement to repay the first £200 and re-advance it, then *The Credit Company* v. *Pott* (29 W. R. 326, L. R. 6 Q. B. D. 295) was an authority for holding that the consideration was correctly stated. In that case, though there was, in fact, no present advance at all, but the security was given for an old debt, the Court of Appeal held that the consideration was correctly stated as a present advance of the amount of the old debt. The court would only be unsettling the law if, whatever their individual opinions, they were to depart from that decision. BOWEN, L.J., said that the object of the Act was that the consideration should be stated in such a way as to convey information to the persons who were likely to read the bill of sale. The statement was to be made, not for a special pleader, or a conveyancing counsel of the Court of Chancery, or for an ingenious bankruptcy lawyer, but for practical purposes and for business men. He thought the courts had been right in saying that you must take a broad view, and not examine the statement with minute accuracy, and that it was sufficient if the statement was substantially true. At any rate, this rule was established by such cases as *Credit Company* v. *Pott*, and, that being

so, he thought that in the present case the true business effect and the true legal effect of the transaction had been stated. FRY, L.J., said that, if the matter had been *res integra*, he should have been inclined to take a stricter view of the construction of the Act than the courts had done, and should probably not have come to the conclusion at which the court arrived in *The Credit Company* v. *Pott*, and *Ex parte National Mercantile Bank* (28 W. R. 399, L. R. 15 Ch. D. 42). The courts had, however, in a series of cases held that, if the consideration stated was something which amounted to the same thing as that which actually took place, that was a sufficient statement, and it was far more important that there should be uniformity of decision than that the court should construe the Act according to its own view. On the authority, therefore, of *The Credit Company* v. *Pott*, he thought that the £200 advanced on the 7th of July might be considered as having been repaid and re-advanced on the 11th of July, and that this imaginary transaction was as good as that which was resorted to in *The Credit Company* v. *Pott*. On the question of the act of bankruptcy, COTTON, L.J., said that, though the amount of the first advance as compared with that of the old debt was to be taken into consideration, that was not the true test whether the assignment was an act of bankruptcy. The true test was whether the lender made the advance with the intention of enabling the borrower to carry on his business, and whether he had reasonable grounds for believing that it would enable him to carry on his business. The court could not look at the intention of the borrower, nor at what the actual result of the loan was. In the present case his lordship thought that the evidence showed that this test was fulfilled, and consequently that the execution of the deed was not an act of bankruptcy. BOWEN, L.J., concurred in this statement of the law. FRY, L.J., said he thought the question was this—was it the intention of the lender in making the new advance to enable the borrower to carry on his business, or was the advance made merely in order to obtain a security for the old debt. Upon the evidence in the present case he came to the conclusion that the advance was made with the intention of enabling the borrower to carry on his business, and therefore, though the fresh advance was but small, the execution of the bill of sale was not an act of bankruptcy.

Another point arose thus. The affidavit filed on the registration of the bill of sale was sworn before a commissioner duly authorized to administer oaths, but in the *jurat* he had merely signed his name without adding his designation as commissioner. It was objected that, by reason of this omission, the affidavit was of no value, and the registration void. The COURT overruled the objection. COTTON, L.J., said that, independently of authority, he should have thought it difficult to accede to such an objection, but the point was really decided by *Cheney* v. *Corister* (13 C. B. N. S. 634). BOWEN, L.J., thought it would be a very gloomy day for English law if the Court of Appeal was to hold an affidavit bad on such a ground. FRY, L.J., entirely agreed.—SOLICITORS, *Champion, Robinson, & Poole; R. Wilson.*

COPYRIGHT IN A LECTURE—PUBLICATION—INJUNCTION.—In a case of *Nicols* v. *Pitman*, before Kay, J., on the 20th inst., the question arose as to the right of a person who had delivered a lecture to restrain its publication by a person who had attended and heard the lecture. The lecture had been delivered by the plaintiff at a working man's college. Admission thereto was, without payment, by tickets distributed by the committee of the college. The plaintiff had committed his lecture to writing before delivering it, but scarcely had occasion to refer thereto, as he knew the lecture by heart. The defendant, who was a shorthand writer, was present, and took down the entire lecture in shorthand. This he afterwards published in shorthand characters in a pamphlet brought out and sold by him, and called the "Phonographic Lecturer." The plaintiff now moved to restrain this publication by injunction. KAY, J., granted the injunction. His lordship referred to, and examined, the case of *Abernethy* v. *Hutchinson* (1 Hall & Twells, 28, 3 L. J. O. S. 209), in which Lord Eldon had, after much consideration, restrained by injunction the publication of a lecture delivered to a class of medical students. The effect of that decision was that, where a lecture is delivered to an audience admitted without payment, although any person present is allowed to take the fullest notes of the lecture for personal use, it is not allowable to use such notes for the purpose of publishing the lecture for profit. The fact that the publication here complained of was in shorthand character (the key to which could be obtained by anyone on payment) did not affect the question of the publication. The injunction, therefore, was granted, with costs.—SOLICITORS, *A. Oulkin Lewis; Vardy & Leader.*

BUSINESS SETTLED ON TRUST FOR SUCCESSIVE TENANTS FOR LIFE—RECEIVER AND MANAGER—LOSS DURING ONE TENANCY FOR LIFE FOLLOWED BY PROFIT DURING SUBSEQUENT TENANCY FOR LIFE—PAYMENT OF LOSS OUT OF CAPITAL OR INCOME.—In a case of *Upton* v. *Brown*, before Pearson, J., on the 22nd inst., a question arose as to the mode in which the loss, which had resulted during the carrying on by a receiver and manager appointed by the court of a business (the subject of a settlement), should be borne as between the persons entitled under the settlement. There were two successive tenancies for life, and during the first of them the business had been carried on by the receiver at a loss, but during the second a profit had been derived. The question was whether the loss ought to be paid out of capital or out of the subsequent profit. PEARSON, J., held that the loss ought to be treated as if it had been a debt incurred by the receiver on account of the business, in which case it would have been paid out of the subsequent profit.—SOLICITORS, *Shum, Crossman, & Co.; G. Hamilton; R. Ballard; A. Hicks & Arnold.*

OBSTRUCTION TO LIGHT—INJUNCTION OR DAMAGES—EXERCISE OF DISCRETION OF COURT—LORD CAIRNS' ACT (21 & 22 VICT. c. 27), s. 2.—In a case of *Holland* v. *Worley*, before Pearson, J., on the 22nd inst., a question arose as to the exercise of the discretion of the court, under section 2 of Lord Cairns' Act, to award damages in lieu of granting an injunction to restrain an obstruction to light. There was evidence in the case which showed that the selling value of the plaintiff's property (of which he was the owner in fee) was about £1,000, and that, if the defendant was allowed to raise his new buildings to the proposed height, the selling value of the plaintiff's property would be diminished to the extent of one-third or one-fourth. The plaintiff's property consisted of some cottages situate in a narrow court or alley in the city of London. The cottages were let to weekly tenants, but the land would have been available for the erection of warehouses. The defendant was building warehouses on his land. Under the circumstances, PEARSON, J., awarded the plaintiff £150 by way of damages instead of granting an injunction. His lordship said that the cases under Lord Cairns' Act had not laid down any settled rule as to the exercise of the discretion given to the court to award damages in lieu of granting an injunction, except to this extent, that when the act which the defendant was doing was one which would, if permitted, render the plaintiff's property absolutely useless to him, so that the only compensation which could be given would be to order the defendant to pay the full value of the property, the court would not compel the plaintiff to sell his property to the defendant out and out. But when the injury to the plaintiff would be less serious, and the court considered that the property might still be substantially useful to him as it was before, and that therefore the injury might, without taking the plaintiff's property from him, be compensated by money, then the court could, if it thought right, exercise the discretion given to it by Lord Cairns' Act. In the present case his lordship came to the conclusion that, if the defendant was allowed to raise his new buildings to the proposed height, the plaintiff's property would not be rendered useless to him, even in its present condition, though there would be an appreciable diminution of light. Considering, therefore, the nature of the property, and its situation in the heart of a great city, he thought that it was a proper case for exercising the discretion to award damages in lieu of an injunction.—SOLICITORS, *E. Bromley; Hughes, Hooker, & Co.*

CHARGE—MERGER—PURCHASE BY OWNER OF ESTATE.—In a case of *Williams* v. *Jenkins*, before Pearson, J., on the 20th inst., the question arose whether a charge had merged in the estate originally subject to it. By a deed dated the 9th of October, 1843, W. (then a widower) granted land to trustees in fee, upon trust after his decease or second marriage, which ever should first happen, to raise a sum of £3,000. The trustees were to stand possessed of the £3,000 upon trust to invest the same, and to pay the annual income of one-third part of the investment to T. (the son of W.), and his assigns, during his life, with remainder as to the capital of the one-third to the child or children of T. The other two-thirds were to be held in the same way on trust respectively for two daughters of W. for their respective lives, with remainders to their children respectively. And in case there should be no children of the son and the two daughters, the fund was to be in trust for the son and the two daughters in equal shares as tenants in common. The deed contained no disposition of the land subject to the charge, and the fee simple, subject to them, consequently remained in W. The two daughters died in 1851 and 1856 respectively, and each of them without issue and intestate. At this time T. was still a bachelor. On the 9th of March, 1858, T. purchased from the husbands of his deceased sisters their respective interests in the £3,000 as administrators of their respective wives. On the 19th of November, 1859, an agreement was entered into between the trustees of the £3,000, and T. (who was still a batchelor), by which the trustees agreed (upon being indemnified by T.) that, if at the death or marriage of W., T. should become entitled in fee simple to the land comprised in the deed of the 9th of October, 1843, subject to the trusts of that deed, they would not, during the life of T. (except at his request, or until T. should have a child or children presumptively entitled thereto), raise the £3,000, or any part of it. This agreement contained a recital of the deeds of the 9th of October, 1843, and the 9th of March, 1858, and other recitals to the following effect:—That W. was still living and unmarried; that T. was the only son and heir-at-law of W., and as such presumptively entitled to the land comprised in the deed of the 9th of October, 1843, subject, nevertheless, to the payment of the £3,000; that T. was a bachelor, and absolutely entitled to the £3,000 (upon the death or marriage of W.) expectant on his death without being married and leaving a child or children who should take a vested interest in the same under the deed of the 9th of October, 1843; that T. was desirous that the £3,000 should remain charged on the land, and had requested the trustees not to raise the same, in the event of his becoming entitled to the land as heir-at-law of W., until such time that he should have a child or children who should be beneficially interested in the £3,000, which they had consented to on his giving them an indemnity as therein mentioned. By a deed dated the 10th of November, 1860, W. granted the land (subject to the charge) to trustees on trust to permit himself to receive the rents, and, after his death, to permit T. to receive the rents, and, subject to those trusts, upon trust for such person or persons as T. should appoint by deed or will, and, subject thereto, upon trust for the right heirs of T. By his will, dated the 22nd of December, 1862, T., after reciting that he was seised of the land expectant on the death of his father, subject to a sum of £3,000 raisable thereout on the second marriage or death of his father, devised the same, "subject as aforesaid," to some cousins. And he devised and bequeathed his residuary real estate, his leasehold estate, and his personal estate to his executors on certain trusts. W. died on the 20th of August, 1867, without having married a second time. T. died on the 30th of September, 1874, a bachelor. The question was whether, in

the events which had happened, the devisees under the will of T. were entitled to the land free from the charge of £3,000, or whether the £3,000 was to be raised for the benefit of the personal estate of T. PEARSON, J., held that the £3,000 was not raisable, but that the devisees were entitled to the land free from the charge. He said that, by the will, the testator had expressed a clear and manifest intention to devise the estate, and his lordship said this without any reference to the value of the estate, whether it was more or less than the amount of the charge. He thought the law applicable to such cases was beyond dispute. In *Horton* v. *Smith* (4 K. & J. 627), Wood, V.C., said that, "according to the later authorities, it is clear that, in all cases of a tenant in tail *in possession* paying off a charge on the estate, unless he indicates at the time of making the payment, or, at all events, subsequently, an intention to the contrary, it will be assumed that he intended such payment for the benefit of the estate. But I am not aware of any case in which it has been determined that, where a tenant in tail *in remainder* pays off a charge before he becomes entitled in possession to the estate, the charge shall sink for the benefit of the estate." His lordship took it for granted that that was still the rule. But he apprehended that it might be shown by evidence that a tenant in tail in remainder, when he bought up or paid off a charge, intended to do so for the benefit of the estate, and, if there was anything to show that it was his intention to do so, it must be held that when he came into possession of the estate the charge sank into the estate for the benefit of the estate, and that he was not entitled to have the charge raised for the benefit of his personal estate. Looking at the testator's will alone, his lordship would have come to the conclusion that the intention was to devise the estate subject to the charge, if the charge should become raisable, and that, if it did not become raisable, the testator intended the devisees to have the estate free from any charge whatever. He should come to this conclusion independently of any authority. Then the question was whether the testator had indicated any intention to keep alive the charge for his own benefit. His lordship thought that the language of the recitals in the agreement of the 19th of November, 1859, was very significant. What could have been the intention of that agreement? For what purpose could it have been executed but to keep the estate as an estate, to prevent it from being destroyed by raising the charge? Could it be supposed that if there was an intention to preserve the estate during his own life, he intended it to be preserved only during that period, and that he did not intend to prevent it from being torn to pieces after his death? His lordship thought that such a result would be so monstrous and absurd that he could not come to that conclusion unless he was absolutely driven by authority to do so. He thought the intention was that the estate should not be destroyed, but that it should go to the devisees. He thought he was acting in harmony with the authorities in holding that the £3,000 was not now to be raised, and that the devisees were entitled to the estate free from the burden.—SOLICITORS, *G. L. P. Eyre & Co.; Peacock & Goddard; W. & W. Rees Davies & Co.*

WILL—CONTINGENCY—MARRIED WOMAN—POWER OF APPOINTMENT—DEATH OF HUSBAND—ADMINISTRATION—GENERAL GRANT.—In the Probate, Divorce, and Admiralty Division, on the 25th inst., a motion was made (*In the Goods of Pease*) on behalf of the daughter and sole next of kin of Jane Pease, widow, for a grant of letters of administration of the estate of the deceased, in consequence of the will having become inoperative. The settlement, executed upon the marriage of the deceased, had provided that the settled property should, in the event of her dying before her husband, go to such persons as she should by will appoint, but that, in case she should survive her husband, such property should belong to her executors, administrators, and assigns. The deceased, in 1857, during the lifetime of her husband, executed a will and a codicil, in both of which she recited the power of appointment contained in the settlement, and made certain dispositions of the settled property, all of which were contingent upon the husband surviving her. The husband, however, died before the wife, and the latter never executed any subsequent testamentary document. Upon the death of the husband, the will and codicil previously executed by the wife became entirely ineffective. Reference was made to the case of *In the Goods of Graham* (L. R. 2 P. & D. 385), where, under very similar circumstances, a will executed by a married woman under a power of appointment had become inoperative by reason of the death of her husband, and Lord Penzance had held that there ought to be a general grant of administration, and not a grant of administration with the will annexed. HANNEN, P., said that this was a case of a will made by a married woman, subject to a contingency which had not arisen. *In the Goods of Graham* was an authority, and, therefore, he should grant letters of administration to the applicant upon an affidavit that the will had become inoperative.—SOLICITOR, *Oldman.*

CODICIL—MISTAKE—REFERENCE TO REVOKED WILL—PROBATE.—In the Probate, Divorce, and Admiralty Division, on the 25th inst., the action of *Beevor* v. *Hill* was heard before the President of the Division, without a jury. The plaintiffs propounded, as executors, the will and two codicils of the Hon. and Rev. Edward Southwell Keppel, Rector of Quidenham, Norfolk, who died on the 1st of December, 1883. The testator had executed a will on the 20th of February, 1879, and a codicil on the 25th of March, 1879. Both these instruments were revoked by a will dated the 29th of May, 1880, the first codicil to which was executed on the same day. On the 28th of November, 1883, the testator being then in very weak health, sent a message to his solicitor, requesting him to come to him at once and to prepare another codicil. The solicitor requested one of his clerks to bring him the drafts of the testator's will and first codicil, but the clerk by mistake brought the drafts of the will and codicil which had been executed in 1879. The solicitor then went to the testator's house, accompanied by his clerk, and received instructions for a fresh codicil. He then went to another room and drew up the document with the assistance of his clerk. Upon his asking the date of the will the clerk, referring to the drafts which he had with him, replied that it was the 20th of February, 1879. The codicil as drawn up accordingly began with the words, "This is a codicil to my will bearing date the 20th day of February, 1879." This error was not discovered, and the will was executed by the testator, the solicitor being one of the attesting witnesses. At the time of the execution of the codicil the will and codicil of the 29th of May, 1880, in a sealed envelope, were lying on a table beside the testator. The will and codicil of 1879 were still in existence, and the provisions of the last codicil were equally consistent with the contents of either will. The same persons were residuary legatees under both wills. They had been made defendants in the present action, and now consented to the will and codicil of the 29th of May, 1880, being admitted to probate. The plaintiff's counsel referred to *In the Goods of Steele* (L. R. 1 P. & D. 575). HANNEN, P., after hearing the evidence of the solicitor and of the testator's grandniece, said that he had no doubt that there had been a pure mistake as to the date of the will to which the instrument was intended to be a codicil. He therefore pronounced for the will of the 29th of May, 1880, and the two codicils thereto.—SOLICITORS, *Storey & Cowland.*

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.

(Before CHITTY, J.)

March 8.—*In re Charles George Grueber, a Solicitor.*

This was a petition for an order directing the above-named solicitor to pay to the petitioner a sum of some £500, and also that the above-named solicitor be struck off the rolls. It appeared that in April, 1881, the petitioner retained the solicitor to prosecute an action. Shortly after the writ was issued the defendant in the action paid over the sum of £545 in full discharge of the amount claimed. The solicitor applied this sum to his own purposes. His defence was that he unwisely followed the advice of his managing clerk, who had told him that he (the clerk) was a friend of the petitioner, and could, therefore, arrange to have the use of the money. The solicitor had subsequently paid £40 on account. It was during the hearing stated, that in August, 1882, the solicitor was, on the application of the Incorporated Law Society, suspended for three years for having defrauded a labourer of a sum of £242.

T. L. Wilkinson appeared for the petitioner; and

Nevill, for the solicitor.

CHITTY, J., commented with severity on the conduct of the solicitor, and made the order asked for as to payment of the money, and also ordered the solicitor to be struck off the rolls.—*Times.*

(Before Lord COLERIDGE, C.J., and CAVE, J.)

March 26.—*In the Matter of a Solicitor.*

In this case, so long ago as December, 1881, a matter of complaint was brought by the Liverpool Law Society against a solicitor who had been for forty years upon the roll, the charge not involving any serious misconduct or malversation, but only some alleged impropriety of professional conduct. Upon communication with the Incorporated Law Society of London, they, after receiving explanations, declined to take any action in the case, and intimated this to the Liverpool Law Society. No further action was taken in the matter by that society until November, 1883, and then, after notice to the Incorporated Law Society on the 17th of November, they, on the 26th, made an application by the Attorney-General to this court, and on that occasion the Attorney-General, observing that it did not appear to him to be one of the graver class of cases, said he should suggest a reference to the master for inquiry—a course which was adopted by the court—and accordingly the inquiry was ordered. It turned out, however, that the ten days' notice required by law had not been given, and the objection being taken, the inquiry was not gone into. Nothing further was done until the 9th of January last, when a regular notice having been given, an application was made to the court to direct the reference to the master for inquiry.

Sir H. James, A.G., on behalf of the Liverpool Law Society, applied to the court to direct the inquiry to take place, explaining what had occurred, and observing that it would be far better that the inquiry should be gone into than that any other course should be taken. It did not appear to him to be one of the bad cases of misconduct which sometimes occurred, and he thought the case was one for inquiry, and it would be a pity that the inquiry should become abortive on such an objection.

C. Russell, Q.C., appeared on behalf of the solicitor, and stated the facts to show what delay had taken place, and that, under these circumstances, there would be some hardship in pressing the inquiry after such a lapse of time and after explanations which had long ago satisfied the Incorporated Law Society.

Lord COLERIDGE, C.J., said the court in this case was called upon to exercise one of its most important functions—its correctional jurisdiction over solicitors—and it would not be satisfactory—he should think not even to the solicitor himself—that, when such a body as the Liverpool Law Society were pressing for inquiry, and the solicitor professed to be able to offer full explanation, the inquiry should not take place. It would be far better, and would surely be for the advantage of the solicitor him-

self, that the inquiry should take place rather than that it should be defeated, and made abortive upon a merely formal objection which was now, indeed, answered by a full notice being given. Under these circumstances, the case must be referred to the master for inquiry.

CAVE, J., concurred, observing that the court must consider the interests of the public, and he should think it better for the solicitor himself that the inquiry should proceed.—*Times*.

March 26.—*In the Matter of a Solicitor.*

In the matter of a solicitor, as to whom an application had been made on the part of the Law Society on statements made to them by a party complaining, and against which party the solicitor said he should bring an action for libel, in the meantime declining to give the society any further explanations,

Wills, Q.C., who appeared on behalf of the Law Society, said that after a careful examination of the case he had come to the conclusion that the solicitor had given a satisfactory explanation, and so, if the court approved, he should propose to withdraw the accusation.

Lord COLERIDGE said there was no counsel at the bar in whom the court had greater confidence, and therefore, if he had come to that conclusion, the court quite acquiesced in the propriety of the course he proposed to take.

Wills said all he had to add was that, as the solicitor had not given explanations in the first instance, though, of course, the society did not ask for costs, he thought they ought not to be liable to costs.

Lord COLERIDGE said he thought so too. The Incorporated Law Society never interposed except upon information given to them, and always acted for the public benefit and from the best possible motives, and although, like all others, liable to make mistakes, that was not a reason why they should be visited with costs.

Sir H. Giffard (who, with *Terrell*, appeared for the solicitor) said no one had greater respect than he had for the Incorporated Law Society, especially (he might add) as it was at present constituted; but it must be borne in mind that it was a voluntary society, and acted voluntarily, and not under any legal obligation.

Lord COLERIDGE.—That is hardly so; for it is recognized by Act of Parliament, and so are its functions as to the profession; for notice to them of any application respecting a solicitor is required by law, for the very reason that they may investigate the case.

Sir H. Giffard.—That is so, no doubt; and no one is more sensible than I am of the value of these functions to the profession; but it is hard upon a solicitor to have to pay his own costs when a proceeding has been taken against him without foundation, and while an action was pending for the vindication of his character.

Lord COLERIDGE said the solicitor had, in fact, not given to the Law Society the explanations they had asked for, and it would not be right that the society should be called upon to pay costs on such an occasion.

Rule discharged, without costs.—*Times*.

THE RETIREMENT OF MR. DANIEL, Q.C.

PRIOR to the commencement of the business in the Bradford County Court on the 21st inst., Mr. J. G. Hutchinson, solicitor, addressing Mr. W. T. S. Daniel, Q.C., the judge, said he regretted to hear through the press that his Honour intended to resign the position he held, and on behalf of that branch of the profession to which he (Mr. Hutchinson) had the honour to belong he could say that they, one and all, sympathized with the learned judge in being placed in such a position that he was compelled to take the step he had. At the same time they all hoped that on his retirement Mr. Daniel would enjoy that peace and consolation to which he had some claim after having been connected with the profession for a period of fifty years, and having occupied the position of judge of that court for seventeen years. The learned judge would excuse his referring to the fact that there were many evidences of his judicial services in that court being recognized and valued by those who had received great benefit from the way in which his Honour had discharged his duties. Rather more than twelve months ago, when Mr. Daniel thought of resigning, the Bradford Chamber of Commerce, representing the commercial interests of the town and district, together with the legal profession, made a request that he would reconsider his determination, and on that occasion their representations were received in a manner which afforded pleasure and gratification to all. But now the time had come when it was incumbent upon them to separate, and he was sure that no body of men could more sincerely wish that his Honour, in his declining years, and in the evening of his life, might enjoy perfect rest and tranquillity, and that after a career which the profession regarded with so great a degree of admiration and respect Mr. Daniel might yet enjoy such health as would give him comfort and consolation in the retirement upon which he was about to enter.

Mr. Daniel, in acknowledging the sentiments expressed by Mr. Hutchinson, said the announcement of his intention to retire had through an accident been made earlier than he intended. He had expressed his desire to retire on March 31, the end of the quarter, and had pointed out to the authorities in London that as Easter occurred in the month of April he (the learned judge) thought it right, in the interests of the public, to fix as many courts prior to Good Friday as he possibly could. His Honour also intimated that as his tenure of office would expire on March 31, and his successor would be expected to sit on April 1, such a course might be inconvenient. In sending in his resignation, therefore, he had stated, with a view to public convenience, as well as the convenience of his successor, that he should be quite willing to continue the responsibility of the courts up to April 10. Of course he could not hold a court after he had resigned. His Honour's resignation was sent in on Monday last, and as yet he had not received any communication from Mr. Nichol. Probably the Lord Chancellor was considering what arrangements should be made in reference to the holding of the courts in the month of April. When waited upon by two deputations at the end of 1882, his Honour had intended to resign his post at Christmas in that year, but was induced to postpone his retirement until the following year, in consequence of the representations then made. He had, however, sat in the court up to the present time, and had hoped to sit during the remainder of this year, but he could not resist the strong advice given by his medical man, who told him that if he could sit in court all day without having to come and leave, and have nothing to do but enjoy the intellectual treat spread before him, he might do very well. But it was the risk he ran in the change of temperature. The learned judge added that he came to Bradford to do his duty, and he had endeavoured to do it, and if he had succeeded it was an additional satisfaction to know that in endeavouring to do it he had not failed to impress those who had been subject to his jurisdiction. It was said a judge should not be popular, but he (Mr. Daniel) could not see why, though it should be a popularity that followed and not a popularity that preceded. The former was a popularity that was won, and not one that was sought. He retired from the judgeship with the consciousness that he had endeavoured to do his duty.

SOCIETIES.

BARRISTERS' BENEVOLENT ASSOCIATION.

The eleventh annual meeting of this society was held on Wednesday, in the hall of the Middle Temple.

Lord CRANBROOK took the chair.

The report, which was read by Mr. MACRORY, showed that only 18 new members had joined during the past year. The total income from subscriptions was £1,449; the grants to distressed persons amounted to £1,607; the number of cases relieved had risen from 43 in 1882 to 54, and the committee had been obliged to lessen the grants in particular cases, so that the total sum thus voted had diminished in amount.

Lord CRANBROOK expressed the pleasure he felt in renewing his acquaintance with the bar, and said, in moving the adoption of the report, that there could be no difference of opinion with regard to the objects of this scheme of benevolence. Those who supported the fund were men who had common objects in life, common sympathies, and common troubles, and they combined to alleviate the distress of those of their fellows who had fallen into difficulties in the course of their career. He had compared the report of this society with those of the Solicitors' and the Engineers' Benevolent Societies, and found that both these latter had a larger amount of funded property. It was, perhaps, a matter worthy of consideration whether one generation should provide for a future generation, or whether it was better to depend upon annual subscriptions to carry on the work of the institution. Looking at the number of those still practising or who had been associated with the bar and who kept their names upon the books, he did not think the amount of the donations and subscriptions adequate. There were some who said it was not well to invite more poor people to enter upon the struggle for success at the bar. That was a hard saying. The struggle that too place in these days for the survival of the fittest in every occupation was one of the severest character; but certainly the tendency of modern education was to afford, as far as possible, opportunity for men of ability to rise through the various classes until they reached the highest, if they could. And it was not to be supposed that any man in making choice of a profession would for one moment take into consideration the existence of a charitable society, to which, indeed, he would hope he should never have occasion to appeal. In his own time he had seen many men who entered upon this profession with great powers—misdirected powers, perhaps, because not those best qualifying them for the duties of an advocate—and who failed either because they had not opportunity, or because their health broke down; and when such a man failed, and saw his little pittance wasted, and his family in distress, he found secretly, quietly, and delicately at the hands of his brethren that assistance which would enable him to tide over his difficulties and continue his career. If he died, people said he had been imprudent. Well, his family were punished for his imprudence, and he himself expiated his imprudence in the sorrow and pain he felt in his last moments at leaving his wife and children with nothing. In such a case this society stepped in, and with adequate relief, he hoped, enabled the widow to educate her children and to retain the position they occupied before. Last year the subscriptions and donations amounted to about £1,450, and they had given away £1,607. Now they had not sufficient invested property in their possession to entitle them to draw year by year in this way upon their resources. But whatever they might do to increase their funds, he begged them not to begin the system of anniversary festivals, which were a nuisance and annoyance to a great many people, which gave people fits of indigestion by making them take a great deal of food and drink which they did not require, and which deducted largely and in a most disproportionate ratio from the money contributed to the funds. Instead of this he would suggest that an appeal by circular should be made to every member of the bar. The MASTER of the ROLLS seconded the resolution, and it was unanimously adopted.

Mr. Justice Mathew moved the appointment of the Master of the Rolls as a trustee of the association, in succession to the late Sir Charles Hall, and this having been seconded by Mr. Powell, Q.C., was passed.

The other routine business on the paper was then gone through, and a cordial vote of thanks to Lord Cranbrook for presiding, moved by the Attorney-General, seconded by Sir Hardinge Giffard, and carried by acclamation, brought the proceedings to a close.

LEGAL APPOINTMENTS.

Mr. Richard Nicholas Howard, solicitor, of Weymouth and Portland, has been elected an Alderman for the Borough of Weymouth. He was admitted a solicitor in 1855, and he is coroner for the Island of Portland.

Mr. Edward Lamb Waugh, solicitor, of Cockermouth, has been appointed by the High Sheriff of Cumberland (Mr. Henry Anthony Spedding) to be Under-Sheriff of that county for the ensuing year. Mr. Waugh is the son of Mr. Edward Waugh, solicitor, M.P. for Cockermouth. He was admitted a solicitor in 1873.

Mr. George Rowlatt, solicitor (of the firm of Freer, Blunt, & Rowlatt), of Leicester, has been appointed by the High Sheriff of Leicestershire (the Hon. Harry Wilson) to be Under-Sheriff of that county for the ensuing year. Mr. Rowlatt was admitted a solicitor in 1871.

Mr. William Thomas Husband, solicitor, of Liverpool, Widnes, and Garston, has been appointed Deputy Coroner for the West Derby District of Lancashire. Mr. Husband was admitted a solicitor in 1872.

Mr. Charles William Rees Stokes, solicitor, of Tenby, has been appointed by the High Sheriff of Pembrokeshire (Mr. James Taylor Hawksley Stokes) to be Under-Sheriff of that county for the ensuing year. Mr. Stokes is town clerk of Tenby. He was admitted a solicitor in 1864.

Mr. Charles Walter Campion, barrister, has been appointed Taxing Master to the House of Commons, and an Examiner of Petitions for Private Bills, in succession to Mr. Charles Frere, deceased. Mr. Campion was educated at Balliol College, Oxford, where he graduated second class in law and modern history in 1862. He was called to the bar at Lincoln's-inn in Hilary Term, 1866, and he was formerly on the Home Circuit. He has been for several years private secretary to the Speaker of the House of Commons.

Mr. Norman Henry Matthews, solicitor, of Doncaster and Tickhill, has been appointed a Perpetual Commissioner for Nottinghamshire, and the West Riding of Yorkshire for taking the Acknowledgments of Deeds by Married Women.

Mr. John Parry Jones, solicitor, of Denbigh, has been appointed by the High Sheriff of Denbighshire (Mr. William Douglas Wynne Griffith) to be Under-Sheriff of that County for the ensuing year. Mr. Jones is the son of the late Mr. John Parry Jones, solicitor. He was admitted a solicitor in 1871, and he is town clerk of Denbigh, and clerk to the borough magistrates and the Commissioners of Taxes.

Mr. John Davis Rawlins, solicitor (of the firm of Moore, Jackman, & Rawlins), of Lymington and Freshwater, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Thomas Frederick Fowler, solicitor, of Huntingdon, has been appointed by the High Sheriff of Cambridgeshire and Huntingdonshire (Mr. William Duberley) to be Under-Sheriff of those counties for the ensuing year. Mr. Fowler was admitted a solicitor in 1868.

Mr. Edward Walker Coren, solicitor, of Gloucester, has been appointed by the High Sheriff of Gloucestershire (Mr. Henry Ingles Chamberlayne) to be Under-Sheriff of that county for the ensuing year. Mr. Coren was admitted a solicitor in 1862. He is coroner for the Upper Division of Gloucestershire, and his partner, Mr. John Wakefield Burrup, is registrar of the Archdeaconry of Gloucester.

Mr. Francis Tregonwell Johns (of the firm of Johns & Traill), solicitor, proctor, and notary, of Blandford, has been appointed by the High Sheriff of Dorsetshire (Lieutenant-General Augustus Fox Pitt Rivers) to be Under-Sheriff of that county for the ensuing year. Mr. Johns was admitted a solicitor in 1843. He is registrar of the Archdeaconry of Dorset, district probate registrar, registrar of the Blandford County Court, clerk to the county magistrates and the Blandford Board of Guardians, and superintendent registrar.

Mr. Arthur William Wray, solicitor (of the firm of Wray & Philips), of 61, Cheapside, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Benjamin Comer Board, solicitor, of Burnham, Somerset, has been appointed a Perpetual Commissioner for taking Acknowledgments for the Counties of Somerset and Gloucester, and the City and County of Bristol. Mr. Board was admitted in 1875.

The *Times* understands that the Treasury have consented to pay the expenses of the judges going on circuit, which expenses have, in the case of the Queen's Bench Division judges attending the summer and winter assizes, hitherto been paid out of their own pockets. A fixed sum per day while on circuit has been offered by the Treasury, which will doubtless be accepted by the judges.

NEW ORDERS, &c.

ORDER OF TRANSFER.

ORDER OF COURT.

Tuesday, March 25, 1884.

Whereas, from the present state of the business before the Chancery Division and the Queen's Bench Division of the High Court of Justice respectively, it is expedient that a portion of the causes commenced in the said Chancery Division, but not being causes commenced for any of the purposes set forth in the 3rd sub-section of the 34th section of the Supreme Court of Judicature Act, 1873, and thereby specially assigned to the said division, should be transferred to the said Queen's Bench Division; now I, the Right Hon. Roundell, Earl of Selborne, Lord High Chancellor of Great Britain, with the consent of the Lord Chief Justice of England, as president of the last-mentioned division, do hereby order that the several causes set forth in the schedules hereto be transferred from the Chancery Division to the Queen's Bench Division of the High Court of Justice, and be marked in the cause-books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

Causes assigned to Vice-Chancellor Bacon.

Dew v Met Ry Co & Met Disct Ry Co 1883 D 1,249 Dec 7
Higham v Mercer 1883 H 5,431 Feb 28
Tatham v Ward 1883 T 2,157 Feb 28
Pyrke v Coward 1883 P 2,225 Mar 7

SECOND SCHEDULE.

Causes assigned to Mr. Justice Kay.

Brereton v Richardson, Ellson & Co 1883 B 1,161 Sept 15
Briebach v Weaver 1883 B 753 Oct 16
Foss v Avondale Paper Co ld 1882 E 969 Oct 29
Gauntlett v Pulling 1883 G 1,154 Nov 22
Dawson v Matthews 1882 D 2,527 Nov 24
Jones v Smith Bros 1883 J 1,139 Nov 26
Harford v Worley 1882 H 1,646 Nov 27
Carter & Co v St Giles' Disct Bd of Works 1883 C 2,211 Dec 3
Cook v Barber 1883 C 1,719 Dec 7
Thompson v Smith 1883 T 267 Dec 13
Dinn v Cole 1883 D 19 Jan 1
Stevenson, Jaques & Co v Clay Lane Iron Co ld 1883 S 2,704 Jan 2
Sparrow v Tattersall 1883 S 2,747 Feb 4
Tolhurst v Pinching 1883 T 1,535 Feb 8
Ehen Mining Co v Bain & Co 1883 E 29 Mar 6

THIRD SCHEDULE.

Clauses assigned to Mr. Justice Chitty.

Perry v Metropolitan Bd of Works 1883 P 19 Nov 22
Toone v Hinckley Disct Local Board 1883 T 66 Dec 7
Stansfield v Yeadon District Local Board 1882 S 66 Jan 8
Cooper v Havard and anr 1882 C 2,735 Jan 10
French Date Coffee Co ld v Mason 1882 F 1,973 Jan 21
Mowatt v Milford Docks Co 1882 M 4,634 Jan 25
Hughes v Morgan 1883 H 4,863 Feb 6
Best v Toser 1883 B 4,605 Feb 15
Powell v Metropolitan Bd of Works 1883 P 1,650 Feb 26
Selons v Wimbledon Local Board 1882 S 3,396 Selons v Croydon Rural Sanitary Authority 1882 S 3,438 Mar 5
(*Consolidated by Order 20th July*, 1883)
Lewisham Disct Bd of Works v L B & S C Ry Co 1884 L 1,364 Mar 13

FOURTH SCHEDULE.

Causes assigned to Mr. Justice Pearson.

Mayor &c of Bristol v United Telephone Co ld 1883 B 843 Nov 7
Richmond v Studds 1883 R 1,889 Nov 7
Foster v Simpson 1883 F 1,034 Nov 10
Thomson v Carr 1883 T 1,933 Dec 13
Clark v Same 1883 C 4,158 Dec 13
Durrant v Joy 1883 D 1,641 Dec 20
House Property Investment Co ld v Cornick 1883 H 1,620 Jan 2
Wandsworth Local Bd of Works v United Telephone Co 1883 W 3,091 Jan 29
Campsill v Clarke 1883 C 3,723 Jan 31
Wicks v Gaisford 1883 W 1,954 Feb 1
Mossop v Mattinson 1883 M 2,564 Feb 8
United Telephone Co ld v Lond & Globe Telephone &c Co 1883 U 205 Feb 14
Barnard v Carr 1883 B 5,943 Feb 20
Rolls v Miller 1883 R 2,413 Feb 23
West Lond Imperial &c Building Society v Saul 1883 W 1,022 Feb 28
Allen v Hill 1883 A 1,678 Mar 11
Black v Hammond 1883 B 4,681 Mar 12
Astle v Devas 1883 A 1,143 Mar 20

SELBORNE, C.
COLERIDGE, C.J.

The popular impression, says the *Daily News*, that everything is to be obtained in London must be revised. An exception must be made with regard to Russian lawyers. In a pending legal case a question of Russian law is involved, and a need arose for a qualified Russian lawyer, who could give evidence carrying authority with it, a man with a diploma of some kind—sworn advocate is, we believe, the correct term. Curiously enough, however, no such man was to be found in the metropolis. The Russian Embassy could give no assistance; neither could the Consulate.

OBITUARY.

MR. FREDERICK JOHN HALL.

Mr. Frederick John Hall, solicitor, died at Newport, Monmouthshire, on the 2nd inst., at the age of seventy-three, after a short illness. Mr. Hall was born in 1811. He was admitted a solicitor about the year 1833, and he commenced to practise at Newport, where he carried on business with great success for nearly forty years. He retired from practice about twelve years ago, and he was soon afterwards appointed a magistrate for Monmouthshire. He was very regular in his attendance at the Newport Bench, and also at the quarter sessions, and his legal knowledge and long professional experience were of great value. Mr. Hall took an active part in all local business. He was a director of the Newport Waterworks Company, and he was formerly chairman of the Newport Local Board. His death is lamented by a large circle of professional and other friends.

MR. STEPHEN CRACKNALL.

Mr. Stephen Cracknall, barrister, died at 402, Uxbridge-road, Shepherd's Bush, on the 5th inst. Mr. Cracknall was born in 1818. He graduated at Queen's College, Cambridge, and he was called to the bar at the Middle Temple in Hilary Term, 1848. He practised in the Court of Chancery and Chancery Division, and he had a high reputation as an equity draftsman. Mr. Cracknall's chambers were much resorted to by pupils. About two years ago the state of his health obliged him to retire from practice.

MR. JAMES FREDERICK ELDRIDGE.

Mr. James Frederick Eldridge, who was almost the oldest solicitor in Somersetshire, died at his residence at Bath, on the 10th inst., in his eighty-first year. Mr. Eldridge was born in 1804. He was admitted a solicitor in 1826, and for over fifty years he carried on an extensive practice at Bath. He was a perpetual commissioner for Somersetshire, and for several years he filled the post of clerk to the St. Mary's Church Trustees. Mr. Eldridge formerly took a prominent part in public life at Bath. He was for some time a member of the town council as a representative of Bathwick Ward, and he was one of the founders of the Bath Horticultural Society. He leaves one son and two daughters.

MR. HENRY RICHMOND DROOP.

Mr. Henry Richmond Droop, barrister, died, at 11, Cleveland-gardens, Hyde-park, on the 21st inst. Mr. Droop was born in 1832. He was educated at Marlborough College and at Trinity College, Cambridge, where he graduated as third wrangler in 1854. He obtained a fellowship, and he was for some time mathematical lecturer at his college. He was called to the bar at Lincoln's-inn in Hilary Term, 1859, and he practised in the Chancery Division, having also a considerable business as a conveyancer. Mr. Droop had devoted great attention to the study of ecclesiastical law, and had held briefs in several ritualistic prosecutions. He was one of the upholders of the scheme for the due representation of minorities, and he had written several articles and pamphlets in support of it. Mr. Droop was married to the daughter of the late Mr. John Baily, Q.C., and he leaves three children. The *Times*, in speaking of Mr. Droop, says:—"A year ago a mortal malady seized upon him. For twelve months he was dying, and he knew it. Never for an instant did his courage fail, or his sympathy with personal and public cares, or his affectionate kindliness, and he manifested even an heroic cheerfulness. A few weeks back, with the hand of death visibly upon him, he was present at the inaugural meeting of a convention of the advocates of the minority vote. Within a dozen hours of the end he was listening and joining in converse upon it. No man had warmer and more admiring friends."

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

March 20.—*Bill Read a Second Time.*

Private Bill.—Indiarubber, Gutta-Percha, and Telegraph Works Company.

Medical Acts Amendment.

Bills Read a Third Time.

Habitual Criminals Act Amendment; National Debt; Brokers (City of London).

March 21.—*Bills Read a Third Time.*

Private Bills.—Trent Navigation; Kensington Public Baths; Highgate Archway Company.

March 24.—*Royal Assent.*

The Royal Assent was given to the following Bills:—An Act for securing and settling an Annuity upon the Right Hon. Sir Henry Bouverie William Brand, G.C.B., in consideration of his eminent services; National Debt Act, 1884; London Brokers' Relief Act, 1884; the Stopsley Marriage Legalisation Act, 1884.

Bill Read a Third Time.

Habitual Criminals Amendment.

HOUSE OF COMMONS.

March 19.—*Bill in Committee.*

Real Assets Administration.

New Bill.

Bill to amend the law relating to marine insurance (Mr. Norwood).

March 20.—*Bill Read a Third Time.*

Private Bill.—West Lancashire Railway (Capital).

March 21.—*Bills Read a Second Time.*

Consolidated Fund (No. 1); Contagious Diseases (Animals).

Bill Read a Third Time.

Private Bill.—Rickmansworth Water.

New Bills.

Bill to extend certain powers given by the Superannuation Act Amendment Act, 1873 (Mr. Gladstone).

Bill to enable holders of houses and cottages on lease for lives to purchase the fee simple of their property (Mr. Ross).

March 24.—*Bills Read a Second Time.*

Isle of Man Harbours; Royal Courts of Justice.

Bills in Committee.

Real Assets Administration; Bankruptcy Appeals (County Courts).

Bills Read a Third Time.

Private Bill.—North Sea Fisheries (East Lincolnshire) Harbour and Dock.

Freshwater Fisheries Act Amendment.

March 25.—*Bill Read a Third Time.*

Consolidated Fund (No. 1).

March 25.—*Bill in Committee.*

Valuation (Metropolis) Amendment.

Bills Read a Third Time.

Private Bills.—London Hospital; Llandrindod Wells Water; Caldicot and Wentlooge Levels; Llanfrechfa Upper Local Board.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date,		Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, March	31	Mr. King	Mr. Ward	Mr. Carrington
Tuesday, April	1	Merivale	Pemberton	Lavie
Wednesday	2	King	Ward	Carrington
Thursday	3	Merivale	Pemberton	Lavie
Friday	4	King	Ward	Carrington
Saturday	5	Merivale	Pemberton	Lavie
		Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, March	31	Mr. Teesdale	Mr. Koe	Mr. Jackson
Tuesday, April	1	Farrer	Clowes	Cobby
Wednesday	2	Teesdale	Koe	Jackson
Thursday	3	Farrer	Clowes	Cobby
Friday	4	Teesdale	Koe	Jackson
Saturday	5	Farrer	Clowes	Cobby

The following are the circuits chosen by the judges for the ensuing spring assizes, at which prisoners only will be tried, except in the cases of Manchester, Liverpool, and Leeds, where civil business will also be taken:—South-Eastern Circuit, Mr. Baron Pollock; Western Circuit, Mr. Justice Manisty; Oxford Circuit, Mr. Justice Lopes; Midland Circuit, Mr. Justice North; Northern Circuit, Mr. Justice Cave and Mr. Justice Day; North-Eastern Circuit, Mr. Justice Hawkins and probably Mr. Justice Butt; and North and South Wales Circuits, Mr. Justice A. L. Smith. The assizes are expected to begin about the 22nd of April next.

In the House of Commons on Tuesday last, in reply to Mr. Slagg, the Attorney-General said that the subject of the High Court of Justice (Provincial Sittings) Bill was under consideration. On Wednesday a deputation waited upon Sir William Harcourt to urge the Government to give facilities for the passage of this Bill. Representatives were present from the law societies and commercial bodies of Liverpool and Manchester and other places. Mr. Whitley stated that he wished to impress upon the Home Secretary the unanimous and strong feeling of all the counties and towns represented that some important change was necessary in the administration of justice in the provinces, and that could only be done by judges of the High Court being appointed to sit continuously at the various districts. Sir William Harcourt, in reply, intimated that the Lord Chancellor was considering with the judges a scheme which they hoped to mature shortly for the purpose of making such an alteration as would to a large extent meet the views of the deputation, and he thought that this could be done by an Order in Council rather than by a Bill, and he would endeavour to promote a judicial arrangement of that sort without a Bill. He admitted the very grievous trouble that there was now, and the great delay in mercantile cases, and also the extreme cost in civil cases.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BLAENCALLAN UNITED LEAD MINES COMPANY, LIMITED.—Petition for winding up, presented Mar 14, directed to be heard before Bacon, V.C., at the Royal Courts, on Mar 29. Hughes, Bedford row, agent for Hughes and Sons, Aberystwith, solicitors for the petitioners

CHELSEA CAB COMPANY, LIMITED.—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to Robert Muras, 50, Queen st, Wolverhampton. April 8 at 1 is appointed for hearing and adjudicating upon the debts and claims

CONDENSED MILK AND DAIRY COMPANY, LIMITED.—Petition for winding up, presented Mar 22, directed to be heard before Kay, J., on April 4. Hollams and Co, Mincing lane, solicitors for the petitioner

DEVALAH CENTRAL GOLD MINES COMPANY, LIMITED.—By an order made by Bacon, V.C., dated Mar 15, it was ordered that the voluntary winding up of the company be continued. Curtis, Chancery lane, and Miller, Sherborne lane, solicitors for the petitioners

EXPLOSIVES COMPANY, LIMITED.—Petition for winding up, presented Mar 20, directed to be heard before Pearson, J., on April 5. Piesse and Son, Old Jewry chbrs, solicitors for the petitioners

R. N. CUNNINGHAM AND COMPANY, LIMITED.—Creditors are required, on or before Apr 22, to send their names and addresses, and the particulars of their debts or claims, to Mr. William Lott Grimwade, 32, Queen Victoria st. May 6 at 1 is appointed for hearing and adjudicating upon the debts and claims

[*Gazette*, March 21.]

ISLEWORTH SWIMMING BATH ASSOCIATION, LIMITED.—By an order made by Chitty, J., dated Mar 15, it was ordered that the association be wound up. Peake, New inn, Strand, solicitor for the petitioner

LARGS BONE AND SEED CRUSHING COMPANY, LIMITED.—Petition for winding up, presented Mar 21, directed to be heard before Fox-Bristowe, V.C., at the Assize Courts, Manchester, on April 7. Field and Weightman, Liverpool, solicitors for the petitioners

SOUTH AFRICAN SYNDICATE COMPANY, LIMITED.—By an order made by Chitty, J., dated Mar 15, it was ordered that the voluntary winding up of the company be continued. Beall and Co, Queen Victoria st, solicitors for the petitioner

STAFFORDSHIRE ROLLING STOCK COMPANY, LIMITED.—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to Henry Grosvenor Nicholson, 100, King st, Manchester. May 12 at 12 is appointed for hearing and adjudicating upon the debts and claims

STEEL COMPANY OF CANADA, LIMITED.—Petition for winding up, presented Mar 22, directed to be heard before Kay, J., on April 4. Bompas and Co, Great Winchester st, solicitors for the petitioner

"VICTORIA" STEAMSHIP COMPANY, LIMITED.—Petition for winding up, presented Mar 20, directed to be heard before Fox Bristowe, V.C., at the Assize Courts, Manchester, on April 7. Field and Weightman, Liverpool, solicitors for the petitioner

[*Gazette*, Mar. 25.]

FRIENDLY SOCIETIES DISSOLVED.

AMICABLE SOCIETY, King's Arms Inn, Girtford, Sandy, Bedford. Mar 19

MUTUAL ASSISTANCE SOCIETY, White Hart Inn, Market place, Fairford, Gloucester. Mar 18

UNITED BROTHERS SOCIETY, held at the house of Mr. J. G. Davies, Jeffreston, Pembroke. Mar 17

[*Gazette*, Mar. 21.]

BLOFIELD SOCIETY OF BROTHERLY LOVE, King's Head Inn, Blofield, Norfolk. Mar 20

UNITED FAMILY LIFE ASSURANCE AND SICK BENEFIT SOCIETY, 50, Great Charles st, Birmingham. Mar 24

[*Gazette*, Mar. 25.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

BARBER, MARY, Great Budworth, nr Northwich. Apr 5. Fletcher, Northwich

BENNINGTON, THOMAS, Cottingham, York, Gent. Apr 29. Shepherd and Co, Beverley

CHENERY, THOMAS, Serjeants' inn, Fleet st, Barrister at Law. May 1. Soames and Co, Lincoln's inn fields

CROZIER, HENRY, St John st rd, Licensed Victualler. Apr 30. Bowman and Crawley Bower, Bedford row

FERGUSSON, WILLIAM SCOTT, North Shields, Engineer. Apr 15. Laws and Co, Newcastle upon Tyne

GINGELL, JAMES, East Ham, Essex, Gent. May 1. Baddeley, Leman st

HENDERSON, ANNE MARY CHARLOTTE, Camberwell, Surrey. May 31. Danby and Son, Lincoln

HENDERSON, MARTHA EMILIA, York st, Portman sq. Apr 14. Codrington Elers, York st, Portman sq

HOLT, SABELLIUS, Clough Fold, Lancaster, Butcher. Apr 23. Woodcock and Sons, Haslingden

KNAPP, RICHARD, Wellesley st, Euston rd, Publican. Apr 7. Bell, Clement's inn, Strand

LANGFORD, ALFRED, Cambridge, Clerk. Apr 21. Lyon, Cambridge

PEACOPP, Rev EDWARD, Boston Spa, York, Clerk in Holy Orders. May 20. Bond and Co, Leeds

PEARSON, ALICE SOPHIA, Mount Avenue, Ealing Rise, Ealing. Apr 24. Mackeson and Co, Lincoln's inn fields

POLHILL, MARY ELIZABETH CAMPBELL, Sundridge, Sevenoaks, Kent. Apr 30. Plaskitt, Lincoln's inn fields

PORTEOUS, JOSEPH, Peterborough, Tea Merchant. Apr 12. Hart, Peterborough

PURCHASE, HENRY ARCHER, Hammersmith, Licensed Victualler. Apr 21. Milner, Blackman st, Southwark

SANDERS, MARIA, Bedford pl, Bedford sq, Lodging House Keeper. Apr 30. Cobb, Lincoln's inn fields

SHEPPARD, FRANCIS, Pembridge villas, Wimbledon Park rd, Gent. Apr 30. Sheppard, Dunsford villas, Merton rd, Wandsworth

STEMP, WILLIAM HENRY, Richmond, Surrey, Gent. May 14. Tamplin and Co, Fenchurch st

TATTERSALL, MARY ELIZABETH, Sumner pl, South Kensington. May 24. Baileys and Co, Berners st

TAYLOR, FERDINANDO, Hawkshead, Lancaster, Plasterer. Apr 1. Heelis, Hawkshead

TAYLOR, JOSHUA, Ashton under Lyne, Corn Dealer. June 14. Gartside and Robinson, Ashton under Lyne

ISRAEL, MOSES, Whitman rd, Mile End, Fruit Salesman. Apr 30. Anning, Cheapside

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ANGUS, JOSEPH, St. Michael's alley, Marine Insurance Broker. Apr 14. Stoneham and Co, Philpot lane, Fenchurch st

BAGSHAW, ESTHER, Dunham, Chester. May 3. Partington and Allen, Manchester

BAINES, THOMAS, Halifax, Gent. Apr 26. Longbottom, Halifax

BAXTER, SAMUEL, Gosbroton, Lincoln, Farmer. May 1. Smith and Co, Horbling

BOND, GEORGE HICKMAN, Somercotes, Derby, Mining Engineer. June 1. Parsons and Co, Nottingham

BREWER, THOMAS, Goosnargh, Lancaster. Apr 1. Houghton and Co, Preston

BUEY, JOHN, Over Darwen, Lancaster, Labourer. Apr 20. Costeker, Over Darwen

CHAMBERS, JAMES, Morpeth st, Bethnal Green, Gent. Apr 30. Barber and Son, St Swithin's lane

CLOWES, WILLIAM, Gloucester terrace, Hyde Park, Printer, Apr 22. Wilson, Bedford row

CROSS, EDWARD, Stewart's rd, Wandsworth rd, Messman. May 5. Large, South sq, Gray's inn

DENISON, WILLIAM, Leeds, Engineer. May 1. Rooke and Midgley, Leeds

DENT, WILLIAM, Barrow in Furness, Veterinary Surgeon. Apr 18. Poole, Barrow in Furness

GLYN, Hon HENRY CARR, Eaton place, Eaton sq, Vice Admiral. May 1. Lewis and Lewis, Ely place, Holborn

GRAINGER, THOMAS CHARLES, Newcastle upon Tyne, Esq. May 31. Arnott and Swan, Newcastle upon Tyne

HARRISON, MARY, Richmond, York. May 1. Croft, Richmond

HARROP, ELLEN, Atherton, nr Manchester. May 5. Radcliffe and Smith, Liverpool

HART, JANE, Anhalt rd, Battersea. May 1. Harwood and Stephenson, Lombard st

HAWKSWORTH, JAMES, senior, Bury, Coal Agent. Apr 28. Grundy, Bury

HEDGE, GEORGE, Gunter grove, Brompton, Gent. Apr 30. Underwood and Co, Holles st, Cavendish sq

HUGHES, EDWARD, Sutton, Chester. Apr 26. Hill and Co, Liverpool

JACKSON, EDWARD, Shirley, Warwick, Gent. Apr 21. Bloxham and Son, Birmingham

JOHNSON, MARY, Lancaster. Apr 30. Hall and Marshall, Lancaster

KNOWLES, JAMES, Swaledale, York, Gent. Apr 26. Tomlin, Richmond

KNOWLES, THOMAS, Darnhall Hall, Chester, Esq, M.P. May 1. Mayhew and Co, Wigan

LUCE, SUSAN SCHUYLER, Mylor, Cornwall. Apr 11. Carlyon, Truro

PARKIN, CHARLES, Bromley, Kent, Clerk in Holy Orders. May 1. Hardisty and Rhodes, Great Marlborough st

POTTER, WILLIAM, York. May 25. Emsley, Leeds

REPELIUS, FLORENTINE CHARLOTTE, Sutherland place, Walworth. Apr 8. Rossiter, Verulam bldgs, Gray's inn

RICHMOND, RICHARD, Liverpool, Brewer. Apr 9. Lynch and Teebay, Liverpool

SAYER, SAMUEL, Newbury, Berks, Licensed Victualler. Apr 19. Beale and Martin, Reading

SHAW, HENRY, Bury, Cabinet Maker. Apr 28. Grundy, Bury, Lancashire

SHEBWEN, CAROLINE, Whitehaven, Cumberland. May 1. Brockbank and Co, Whitehaven

SPENCER, THOMAS, Shifnal, Salop, Gent. Apr 30. Edwards, Shrewsbury

STRUTTON, SARAH, Montpelier rd, Peckham. Apr 14. Nash and Field, Queen st, Cheapside

TAYLOR, ANN HEST, Dawlish, Devon. May 17. Bremridge, Exeter

THEOBALD, THEOBALD, Sutton Courtney Abbey, nr Abingdon, Esq. May 1. Sewell and Edwards, Old Broad st

THEW, HENRY DYKER, Bushby, Leicester, Italian Warehouseman. May 17. Radcliffe and Smith, Liverpool

THORN, ELIZABETH, Milton next Gravesend. Apr 29. Marson and Dalby, Southwark Bridge road

TUCK, ELIZABETH, Parkstone, Poole. Apr 28. Aldridge and Aldridge, Poole

TYAS, ISAAC HENRY, King st, Cheapside, Solicitor. May 3. Huntington, King st, Cheapside

WATSON, SARAH, Weedon Beck, Northampton. Apr 5. Roche, Daventry

WHITEWAY, WILLIAM, Westcombe Park rd, Blackheath, Gent. May 1. Saw and Son, Greenwich

[*Gazette*, March 21.]

SALES OF ENSUING WEEK.

March 31.—Mr. R. A. REEVES, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 3).

April 2.—Mr. E. JACKSON, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, this week, p. 3).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

TYSSEN.—March 20, at 59, Priory-road, West Hampstead, the wife of Amherst Daniel Tyssen, barrister-at-law, of a daughter.

WORTHINGTON.—March 24, at Northolt, Bromley, Kent, the wife of S. W. Worthington, barrister-at-law, of a son.

DEATHS.

BURKINYOUNG.—March 22, at Horley, Surrey, John Alfred Burkinyoung, barrister-at-law, aged 65.

DROOP.—March 21, at 11, Cleveland-gardens, Hyde-park, Henry Richmond Droop, of Lincoln's-inn, barrister-at-law, aged 51.

GELDER.—Feb. 20, at Bankipore, India, Richard Paul Apear van gelder, barrister-at-law.

LONDON GAZETTES.

Bankrupts.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

FRIDAY, March 21, 1884.

Hascall, Charles, St Swithin's lane. Pet March 19. Brougham. April 8 at 11.

BANKRUPTCIES ANNULLED.

FRIDAY, March 21, 1884.

Middleton, Peter, Old Bond st, Tailor. March 17

Storry, William Aikman, Lincoln's inn fields, Solicitor. March 18

THE BANKRUPTCY ACT, 18 .

RECEIVING ORDERS.

FRIDAY, March 21, 1884.

Angell, Lewis, Henrietta st, Covent Garden, Gem Ring Maker. High Court. Pet Mar 5. Ord Mar 17. Exam April 23 at 11 at 34, Lincoln's inn fields

Atkinson, Joseph, Scarborough, Bricklayer. Scarborough. Pet Mar 18. Ord Mar 18. Exam Mar 31 at 4

Beard, George, and Alfred Foster, East Grinstead, Sussex, Builders. Tonbridge Wells. Pet Mar 15. Ord Mar 15. Exam Mar 25 at 12
Blake, Thomas, and Joseph Tomkys, Stockton on Tees, Iron Manufacturers. Sunderland. Pet Mar 17. Ord Mar 17. Exam Mar 27 at 2.30
Bridgen, John, Midhurst, Sussex, Farmer. Brighton. Pet Mar 19. Ord Mar 19. Exam April 17
Cowie, W. L., Norfolk st, Strand, Gent. High Court. Pet Feb 28. Ord Mar 18. Exam April 23 at 11 at 34, Lincoln's inn fields
Cushion, James Charles, Beresford st, Walworth, Licensed Victualler. High Court. Pet Feb 4. Ord Mar 17. Exam April 23 at 11 at 34, Lincoln's inn fields
Davies, David, Clydach, Glamorganshire, Butcher. Swansea. Pet Mar 18. Ord Mar 18. Exam April 24
De Chastelain, Adolphe Philippe, Guilford st, Russell sq, Printer's Commercial Traveller. High Court. Pet Mar 17. Ord Mar 17. Exam April 23 at 11 at 34, Lincoln's inn fields
Dell, Charles, Chipping Barnet, Hertfordshire, Farmer. Barnet. Pet Feb 13. Ord Mar 18. Exam April 9 at 11 at Townhall, Barnet
Edwards, George Henry, Birmingham, Drysalter. Birmingham. Pet Mar 19. Ord Mar 19. Exam April 10
Greenberg, Alfred Solomon, and Leopold Jacob Greenberg, Mile End rd, Wholesale Confectioners. Birmingham. Pet Mar 17. Ord Mar 17. Exam April 10 at 10
Hancock, John, Milton, Staffordshire, Wholesale Baker. Hanley. Pet Mar 17. Ord Mar 17. Exam April 2 at 11
Holliday, Mary, Urmston, Lancashire, Licensed Victualler. Manchester. Pet Mar 17. Ord Mar 19. Exam Mar 31 at 11.30
Hopson, Arthur, and William Niblett Hopson, Stonehouse, Gloucestershire. Grocers. Gloucester. Pet Mar 15. Ord Mar 17. Exam April 22
Howlett, William, Newmarket, St Mary, Suffolk, Shoemaker. Cambridge. Pet Mar 17. Ord Mar 17. Exam Mar 26 at 2
Jesson, Robert, Gilmorton, Leicestershire, Hawker. Leicester. Pet Mar 17. Ord Mar 17. Exam April 2 at 10
Lane, Thomas, Lewisham, Kent, Carman. Greenwich. Pet Mar 1. Ord Mar 18. Exam April 8
Lateulere, Jean, Sun st, Bishopsgate, Boot Maker. High Court. Pet Mar 13. Ord Mar 17. Exam April 24 at 11 at 34, Lincoln's-inn-fields
Llewellyn, Alfred, Penarth, nr Cardiff, Printer. Cardiff. Pet Mar 19. Ord Mar 19. Exam Mar 28 at 2
Logan, John, Grangetown, Yorkshire, Grocer. Stockton-on-Tees. Pet Mar 7. Ord Mar 19. Exam April 4 at 12 at County Court, Stockton on Tees
Manley, Edwin, Middlewich, Cheshire, Grocer. Nantwich. Pet Mar 18. Ord Mar 18. Exam April 1
Oxlee, John Arthur Osiris, Skipton upon Swale, Yorkshire, Clerk in Holy Orders. Northallerton. Pet Mar 18. Ord Mar 19. Exam April 7 at 11.30 at Court-house, Northallerton
Perceval, Montagu William Cairns, Baschurch, Shropshire, Surgeon. Wickham. Pet Mar 17. Ord Mar 17. Exam April 4
Perry, Michael Joseph, Liverpool, out of business. Liverpool. Pet Mar 18. Ord Mar 18. Exam Mar 27 at 12.30
Platt, Augustus, Newbridge, Mynyddislwyn, Monmouthshire, Gent. Newport. Pet Mar 17. Ord Mar 17. Exam Mar 28 at 11
Plimmer, Thomas, West Bromwich, Staffordshire, Butcher. Oldbury. Pet Mar 15. Ord Mar 17. Exam April 1
Riley, Henry Lindon, St. Helen's, Solicitor. Liverpool. Pet Mar 17. Ord Mar 17. Exam Mar 27 at 12
Sisar, Elisha, Orby, Lincolnshire, Farmer. Boston. Pet Mar 15. Ord Mar 17. Exam April 3
Spelman, Henry Isaac, Ringsfield, Suffolk, Farmer. Gt Yarmouth. Pet Mar 18. Ord Mar 18. Exam April 5 at 11 at Townhall, Gt Yarmouth
Syer, John, Hulme, Lancashire, Wholesale Looking Glass Manufacturer. Manchester. Pet Mar 18. Ord Mar 18. Exam Mar 31 at 11.45
Townsend, James, Trowbridge, Wiltshire, Innkeeper. Bath. Pet Mar 8. Ord Mar 18. Exam April 3 at 12.30
Walters, Henry, Abertillery, Monmouthshire, Clerk in Holy Orders. Tredegar. Pet Mar 17. Ord Mar 17. Exam April 4
Waterworth, Edward Henry, Ely pl, Holborn circus, Commission Agent. High Court. Pet Mar 17. Ord Mar 17. Exam April 22 at 11 at 34, Lincoln's inn fields
Watts, George Dowdney, Bournemouth, Hampshire, Sanitary Engineer. Poole. Pet Mar 18. Ord Mar 18
Watson, Dixon, Hayton, Nottinghamshire, Farmer. Lincoln. Pet Mar 15. Ord Mar 15. Exam Mar 31
Wilson, Henry, Southsea, Lodging House Keeper. Portsmouth. Pet Mar 6. Ord Mar 17. Exam April 7
Woodall, Robert, Irlams-o'-th'-Height, Lancashire. Salford. Pet Mar 4. Ord Mar 19. Exam April 2 at 11
Yates, Lewis, Cannock, Staffordshire, Shopkeeper. Walsall. Pet Mar 19. Ord Mar 19. Exam April 3
Yeadon, John Arthur, Leeds, Engineer. Leeds. Pet Mar 7. Ord Mar 17. Exam Mar 26 at 11

The following Amended Notice is substituted for that published in the London Gazette of the 7th March.

White, Beren, Liverpool, Watchmaker. Liverpool. Pet Mar 4. Ord Mar 4. Exam Mar 13 at 12

The following Amended Notice is substituted for that published in the London Gazette of the 14th March.

Jones, Joseph, Lledrod, Cardiganshire, Farmer. Aberystwith. Pet Mar 11. Ord Mar 12. Exam April 2 at 1

FIRST MEETINGS.

Atkinson, Joseph, Scarborough, Bricklayer. Mar 31 at 11. Official Receiver, 74, Newborough st, Scarborough
Ball, Alfred, and James Ball, Willesden green, Builders. Mar 28 at 2. 34, Lincoln's inn fields
Beard, George, and Alfred Foster, East Grinstead, Sussex, Builders. Mar 28 at 12. Official Receiver, 160, North st, Brighton
Beard, George, East Grinstead, Builder. Mar 28 at 1. Official Receiver, 160, North st, Brighton
Dell, Charles, Chipping Barnet, Hertfordshire, Farmer. April 1 at 12. 28 and 29, St Swithin's lane
Edwards, George Henry, Birmingham, Drysalter. April 2 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Evans, David, Llanelly, Carmarthenshire, Provision Merchant. April 4 at 1. Angel Hotel, Cardiff
Foster, Alfred, East Grinstead, Builder. Mar 28 at 1.30. Official Receiver, 160, North st, Brighton
Godfrey, Thomas Bolton, Cambridge terrace, Station road, Starch green, Builder. Mar 29 at 11. 33, Carey st, Lincoln's inn
Greenberg, Alfred Solomon, and Leopold Jacob Greenberg, Mile End rd, Wholesale Confectioners. March 31 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Hancock, John, Milton, Staffordshire, Wholesale Baker. March 31 at 12. Official Receiver, Nelson pl, Newcastle under Lyme
Hopson, Arthur, and William Niblett Hopson, Stonehouse, Gloucestershire, Grocers. March 29 at 3. Official Receiver, 34, Barton st, Gloucester
Howlett, William, Newmarket St Mary, Suffolk, Shoemaker. March 28 at 3.30 Official Receiver, 5, Petty Cury, Cambridge
Jackson, John Deacon, Hinckley, Leicestershire, Jeweller. March 26 at 3. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Jesson, Robert, Gilmorton, Leicestershire, Travelling Hawker. March 31 at 12. Official Receiver, 28, Friar lane, Leicester
Jones, Joseph, Lledrod, Cardiganshire, Farmer. April 2 at 2. Townhall, Aberystwith
Lenderyou, John, Bute Docks, Cardiff, Coal Shipper. March 28 at 3. Official Receiver, 2, Bute crescent, Cardiff
Logan, John, Grangetown, Yorkshire, Grocer. April 2 at 11. Official Receiver, 8, Albert rd, Middlesborough
Massey, Richard Francis, Lothian rd, Brixton, out of business. March 28 at 1. 34, Lincoln's inn fields
O'Malley, Michael Joseph, Liverpool, out of business. April 1 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Perceval, Montagu William Cairns, Ruyton Eleven Towns, Shropshire, Surgeon. Mar 31 at 1.30. Lion Hotel, Shrewsbury
Plimmer, Thomas, West Bromwich, Staffordshire, Butcher. Mar 31 at 3. Official Receiver, Whitehall chbrs, Colmore row, Birmingham
Potts, Richard, South Shields, Hay Merchant. Mar 31 at 11. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Rees, David, Drury lane, Assistant to a Provision Dealer. Mar 29 at 12. 33, Carey st, Lincoln's inn
Riley, Henry Lindon, St Helen's, Lancashire, Solicitor. April 3 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Spelman, Henry Isaac, Ringsfield, Suffolk, Farmer. Mar 29 at 3.30. Official Receiver, Queen st, Norwich
Strong, George, and William Bygate Airey, Ipplepen rd, South Tottenham, Timber Merchants. Mar 28 at 12. 28 and 29, St Swithin's lane
Syer, John, Hulme, Lancashire, Wholesale Looking Glass Manufacturer. Mar 31 at 3. Official Receiver, Ogden chbrs, Bridge st, Manchester
Watson, Dixon, Hayton, Nottinghamshire, Farmer. Mar 28 at 3. Sale Rooms, Bank st, Lincoln
Watts, George Dowdney, Bournemouth, Hampshire, Sanitary Engineer. April 1 at 12.30. Official Receiver, Salisbury
Watts, James Laurence, Pembroke Dock, Pembrokeshire, Sculptor. Apr 8 at 12. County Court Office, Pembroke Dock
Yeadon, John Arthur, Leeds, Engineer. Mar 31 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds

ADJUDICATIONS.

Bratby, Frederick, Carrington, Nottingham, Grocer. Nottingham. Pet Mar 14. Ord Mar 15
Brown, Thomas, Fordington, Dorsetshire, Builder. Dorchester. Pet Mar 3. Ord Mar 18
Collins, Walter George, Carlton Colville, Suffolk, Farmer. Gt Yarmouth. Pet Feb 27. Ord Mar 19
De Chastelain, Adolphe Phillippe, Guilford st, Russell sq, Printer's Commercial Traveller. High Court. Pet Mar 17. Ord Mar 17
Dyson, Benjamin, Dewsbury, Yorkshire, Boot Maker. Dewsbury. Pet Mar 13. Ord Mar 18
Garratt, Joshua, Alrewas, Staffordshire, Farmer. Walsall. Pet Mar 13. Ord Mar 17
Hancock, John, Milton, Staffordshire, Wholesale Baker. Hanley. Pet March 17. Ord March 17
Hirst, Samuel, Leeds, Moneylender. Leeds. Pet March 3. Ord March 17
Howlett, William, Newmarket St Mary, Suffolk, Shoemaker. Cambridge. Pet March 17. Ord March 18
Ogden, Nathan, Todmorden, Yorkshire, School Caretaker. Burnley. Pet Feb 21. Ord March 18
Platt, Augustus, Mynyddislwyn, Monmouthshire, Gent. Newport, Mon. Pet March 17. Ord March 17
Potts, Richard, South Shields, Hay Merchant. Newcastle on Tyne. Pet March 17. Ord March 17
Riley, Henry Lindon, St Helen's, Lancashire, Solicitor. Liverpool. Pet March 17, Ord March 17
Spelman, Henry Isaac, Ringsfield, Suffolk, Farmer. Gt Yarmouth. Pet March 18. Ord March 18
Stembridge, Samuel, and John Evelyn Wood, Leicester sq, Jam Makers. High Court. Pet Jan 29. Ord March 17
Syer, John, Hulme, Lancashire, Wholesale Looking Glass Maker. Manchester. Pet March 18. Ord March 18
Thomas, Edward, Sheffield, Physician. Sheffield. Pet March 4. Ord March 18
Townsend, James, Trowbridge, Wiltshire, Innkeeper. Bath. Pet March 8. Ord March 18
Waterworth, Edward, Ely pl, Holborn circus, Commission Agent. High Court. Pet March 17. Ord March 17
Wilson, Henry, Southsea, Lodging House Keeper. Portsmouth. Pet March 6. Ord March 17
Young, William Amos, Hinton rd, Loughborough Junction, Bootmaker. High Court. Pet Feb 20. Ord March 17

RECEIVING ORDERS.
TUESDAY, Mar. 25, 1884.

Anscombe, Joseph Allen, Penge, Painter. Croydon. Pet Mar 18. Ord Mar 20. Exam April 18
Arden, Alwyne Hills, Stafford, Brewer. Stafford. Pet Mar 19. Ord Mar 19. Exam April 7 at 11
Armitage, George, Newcastle on Tyne, Clothier. Newcastle on Tyne. Pet Mar 20. Ord Mar 20. Exam April 1
Barrah, Richard Ilbert, Swansea, Licensed Victualler. Swansea. Pet Mar 21. Ord Mar 21. Exam April 24
Binnie, William, Welbeck st, Art Decorator. High Court. Pet Mar 20. Ord Mar 20. Exam April 30 at 11 at 34, Lincoln's inn fields
Case, Henry, Bovey Tracey, Devonshire, Gent. Exeter. Pet Mar 19. Ord Mar 19. Exam April 7 at 11
Chappell, Thomas Dare, Bath, Butcher. Bath. Pet Mar 22. Ord Mar 22. Exam April 17 at 12
Chitty, Lutman, and Horace Yerworth, Lower Thames st, Wine and Spirit Merchants. High Court. Pet Mar 18. Ord Mar 20. Exam April 23 at 11 at 34, Lincoln's inn fields
Dean, George, Smallthorne, Staffordshire, Ironfounder. Hanley. Pet Mar 20. Ord Mar 20. Exam Apr 2 at 12 at Townhall, Hanley
Dow, John, Watford, Hertfordshire, Saddler. St Albans. Pet Mar 20. Ord Mar 20. Exam April 25
Eatson, William, Staincross, Barnsley, Ale and Porter Bottler. Barnsley. Pet Mar 22. Ord Mar 22. Exam April 24 at 1
Edge, John William, Derby, Furniture Dealer. Derby. Pet Mar 22. Ord Mar 22. Exam April 22
Francuer, Thomas Louis, Balls Pond rd, Fancy Bracket Maker. High Court. Pet Feb 16. Ord Mar 19. Exam April 25 at 11 at 34, Lincoln's inn fields
Hele, William Henry, Gresham st, Agent. High Court. Pet Mar 21. Ord Mar 21. Exam April 25 at 11 at 34, Lincoln's inn fields
Hood, James, Broadstairs, Jeweller. Canterbury. Pet Mar 22. Ord Mar 22. Exam April 4
Howe, Samuel, Litherland, Lancashire, Builder. Liverpool. Pet Mar 21. Ord Mar 21. Exam April 3 at 12
Humphreys, Charles, Bromsgrove, Worcestershire, Carriage Builder. Worcester. Pet Mar 22. Ord Mar 22. Exam April 4 at 11.30
Lay, John Louis, Jermyn st, St James', Gent. High Court. Pet Feb 28. Ord Mar 21. Exam April 24 at 11 at 34, Lincoln's inn fields
Marner, William Goodwin, Ledbury rd, Bayswater, Pork Butcher. High Court. Pet Mar 20. Ord Mar 20. Exam April 24 at 11 at 34, Lincoln's inn fields

Morse, John Frederick Taylor, South Hilgay, Norfolk, Clerk in Holy Orders. King's Lynn. Pet Mar 20. Ord Mar 20. Exam April 10 at 1.30 at Court-house, King's Lynn
Millsom, Frederick, Southampton, Licensed Victualler. Southampton. Pet Mar 22. Ord Mar 22. Exam April 4 at 12
Page, William, St Thomas the Apostle, Devonshire, Carpenter. Exeter. Pet Mar 21. Ord Mar 21. Exam April 7 at 11
Paton, George, Liverpool, Game Dealer. Liverpool. Pet Mar 22. Ord Mar 22. Exam April 3 at 12.30
Phillips, George, Brighton, Fruit Salesman. Brighton. Pet Mar 20. Ord Mar 20. Exam April 17
Rawson, Edwin Thomas, Liscard, Cheshire, Builder. Birkenhead. Pet Mar 19. Ord Mar 19. Exam Mar 29
Roper, Edward, Kegworth, Leicestershire, Market Gardener. Leicester. Pet Mar 21. Ord Mar 21. Exam May 7 at 10
Snape, Samuel, Manchester, Produce Merchant. Manchester. Pet Mar 21. Ord Mar 21. Exam April 3 at 12.30
Stamp, John, and William Stamp, Barton-upon-Humber, Lincolnshire, Joiners. Great Grimsby. Pet Mar 22. Ord Mar 22. Exam April 24 at 1 at Town Hall, Grimsby
Steed, James, and Thomas Dyer Steed, 59, Chalk Farm rd, Builders. High Court. Pet Mar 19. Ord Mar 19. Exam April 22 at 11 at 34, Lincoln's-inn-fields
Sturt, Jane, Lytchett Minster, Dorsetshire. Poole. Pet Mar 20. Ord Mar 20. Exam April 4
Temple, Edmund, Forest Gate, Essex, Accountant's Clerk. High Court. Pet Mar 1. Ord Mar 20. Exam April 22 at 11 at 34, Lincoln's-inn-fields
Thompson, Cornelius Hart, Reading, Corn Factor. Reading. Pet Feb 29. Ord Mar 22. Exam May 15 at 2 at Assize Courts, Reading
Thrift, George, Tonbridge Wells, Grocer. Tonbridge Wells. Pet Mar 18. Ord Mar 19. Exam April 1 at 10
Webb, William, Glossop, Derbyshire, Grocer. Ashton under Lyne. Pet Mar 21. Ord Mar 21. Exam April 3 at 12
Wood, Frank, jun., Storrington, Sussex, no business. Brighton. Pet Mar 4. Ord Mar 20. Exam April 17

FIRST MEETINGS.

Anscombe, Joseph Allen, Penge, Painter. April 2 at 12. Official Receiver, 109, Victoria st, S.W.
Armitage, George, Newcastle on Tyne, Clothier. April 3 at 11. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne
Barrah, Richard Ilbert, Swansea, Licensed Victualler. April 4 at 11. Official Receiver, 6, Rutland st, Swansea
Blake, Thomas, and Thomas Blake, Stockton on Tees, Iron Manufacturers. April 1 at 2.30. J. T. Belk, solicitor, Middlesborough
Bonfellow, James, 11, Hanover park, Peckham, Accountant's Clerk. April 3 at 12. 33, Carey st, Lincoln's inn, London
Botibol, Solomon, Fleet st, Cigar Merchant. April 7 at 3. Bankruptcy bldgs, Portugal st
Bridgen, John, Midhurst, Sussex, Farmer. April 2 at 2. Angel Hotel, Midhurst
Case, Henry, Bovey Tracey, Devonshire, Gent. April 2 at 11. Official Receiver, 13, Bedford circus, Exeter
Davies, David, Clydach, Glamorganshire, Butcher. April 1 at 11. Official Receiver, 6, Rutland st, Swansea
Dean, George, Smallthorne, Staffordshire, Ironfounder. April 2 at 10. North Stafford Station Hotel, Stoke on Trent
Dow, John, Watford, Hertfordshire, Saddler. April 3 at 11.30. Essex Arms Watford
Elias, Simon, Heathcott st, Mecklenberg sq, Travelling Jeweller. April 1 at 12. 34, Lincoln's inn fields
Howe, Samuel, Litherland, Lancashire, Builder. April 4 at 2. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Humphreys, Charles, Bromsgrove, Worcestershire, Carriage Builder. April 4 at 10.30. Official Receiver, Worcester
Lane, Thomas, Lewisham, Kent, Carman. April 1 at 12. Official Receiver, 109, Victoria st, S.W.
Manley, Edwin, Middlewich, Cheshire, Grocer. April 1 at 10. Royal Hotel, Crewe
Michelson, Edward, Aldermanbury, General Merchant. April 1 at 3. 33, Carey st, Lincoln's inn
Millsom, Frederick, Southampton, Licensed Victualler. April 4 at 2. Official Receiver, 4, East st, Southampton
Mills, Edward, King William st, Timber Merchant. April 7 at 2. Bankruptcy bldgs, Portugal st
Morse, John Frederick Taylor, South Hilgay, Norfolk, Clerk in Holy Orders. April 3 at 1. Lamb Inn, Ely, Cambridgeshire
Oxlee, John Arthur Osiris, Skipton upon Swale, Yorkshire, Clerk in Holy Orders. April 1 at 1.30. Strickland's Hotel, Thirsk Station, Thirsk
Page, William, St Thomas the Apostle, Devonshire, Carpenter. April 4 at 3. The Castle of Exeter, Exeter
Paton, George, Liverpool, Game Dealer. April 4 at 3. Official Receiver, Lisbon bldgs, Victoria st, Liverpool
Phillips, George, Brighton, Fruit Salesman. April 3 at 2. Chamber of Commerce, Cheapside
Rawson, Edwin Thomas, New Brighton, Cheshire, Builder. April 2 at 1. 48, Hamilton sq, Birkenhead
Robinson, George, Durham, Innkeeper. April 2 at 4.30. Hat and Feather Inn, Durham
Sizer, Elisha, Orby, Lincolnshire, Farmer. April 3 at 11.30. Official Receiver, 48, High st, Boston
Sturt, Jane, Lytchett Minster, Dorsetshire, Widow. April 3 at 12. London Hotel, Poole
Thorley, George, Rotherham, Yorkshire, Crate Manufacturer. April 4 at 2. Official Receiver, Figtree lane, Sheffield
Thrift, George, Tonbridge Wells, Grocer. April 1 at 2.30. Chamber of Commerce, 145, Cheapside, London
Tomkys, Joseph, West Hartlepool, Iron Manufacturer. April 1 at 4. Office of J. T. Belk, Solicitor, Middlesborough
Townsend, James, Trowbridge, Wiltshire, Innkeeper. April 1 at 3.30. Mr. W. S. Rodway, 13, Fore st, Trowbridge, Wilts
Underwood, John Thomas, Market st, Mayfair, Cheesemonger. April 1 at 2. 33, Carey st
Webb, William, Glossop, Derbyshire, Grocer. April 3 at 3. Official Receiver, Townhall chmbrs, Ashton under Lyne
Widowfield, Robert, Houghton le Spring, Durham, out of business. April 2 at 12. Office of Official Receiver, 21, Fawcett st, Sunderland
Woodall, Robert, Irlams-o'-th'-Height, Lancashire. April 2 at 11.30. The Court-house, Encombe pl, Salford

ADJUDICATIONS.

Arden, Alwyne Hills, Stafford, Brewer. Stafford. Pet Mar 19. Ord Mar 19
Atkinson, Joseph, Scarborough, Bricklayer. Scarborough. Pet Mar 18. Ord Mar 22
Broadfoot, Robert, Crewe, Cheshire, Travelling Draper. Nantwich. Pet Feb 27. Ord Mar 19
Brown, William Henry, Minster, Kent, Gentleman Farmer. Canterbury. Pet Feb 18. Ord Mar 21
Dean, George, Hanley, Ironfounder. Hanley. Pet Mar 20. Ord Mar 20
Edge, John William, Derby, Furniture Dealer. Derby. Pet Mar 22. Ord Mar 22
Fisher, John Samuel, Wallingford, Berkshire, Licensed Victualler. Oxford. Pet Mar 3. Ord Mar 22
Graham, William Stewart, Westminster, Gent. High Court. Pet Jan 25. Ord Mar 18
Harvey, John, Park Hall Estate, Finchley, Builder. Barnet. Pet Mar 15. Ord Mar 21
Hopson, Arthur, and William Niblett Hopson, Stonehouse, Gloucestershire, Grocers. Gloucester. Pet Mar 15. Ord Mar 20
Humphreys, Charles, Bromsgrove, Carriage Builder. Worcester. Pet Mar 22. Ord Mar 22
Jones, Frederick, Bangor, Carnarvonshire, Hotel Proprietor. Bangor. Pet Feb 29. Ord Mar 20
Lewin, Isaac, Leicester, Yarn Agent. Leicester. Pet Feb 13. Ord Mar 21
Littlewood, John Sanderson, Birchencliffe, Huddersfield, Shoddy Agent. Huddersfield. Pet Mar 1. Ord Mar 22
Lillywhite, Frank Harry, Hove, Sussex, Skating Rink Proprietor. Brighton. Pet Mar 5. Ord Mar 20
Manley, Edwin, Middlewich, Cheshire, Grocer. Nantwich. Pet Mar 17. Ord Mar 22
McMahon, Frederick, St. Columb Major, Cornwall, Surgeon. Truro. Pet Mar 6. Ord Mar 20
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Taylor, Edward, Blackley, Northamptonshire, Farmer. Banbury. Pet Feb 28. Ord Mar 21
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